

A regular meeting of the City Council of the City of Newburgh was held on Monday, July 10, 2023 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Mayor Harvey made a special request that we think about the families affected by the recent shooting in Newburgh, as well as the shootings that occurred in Newark, New Jersey and Philadelphia, Pennsylvania. Gun violence is not only plaguing Newburgh; but it is rocking the entire nation. Harvey asked that we also think about the people who were harmed by the torrential rains yesterday, especially in the hard-hit areas of Highland Falls and West Point.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Mayor Torrance Harvey, presiding; Councilmember Grice, Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz-6

COMMUNICATIONS

Approval of the minutes from the City Council meeting of June 12, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 12 de junio de 2023

**Councilman Shakur moved and Councilman Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6
Carried**

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

City Manager Todd Venning highlighted key points in city business.

PRESENTATIONS

Resolution No. 120 - 2023 - Key to the City - Roxie Royal

Mayor Harvey remarked. In order for the council to bestow the Key to the City to the family of the late Mrs. Roxie Royal, a resolution must be done first. He pointed out that former Councilmember Rayford is present tonight, and she was very active and supportive of this resolution. The Key to the City is the highest award presented to individuals of great character and community service. Mrs. Royal worked tirelessly for the families and, especially the youth of the City of Newburgh.

Anthony Royal, son of Roxie Royal, spoke on behalf of the family. He recalled walking downtown Newburgh with his mother during the early 1960s when he was a little boy. He looks where we are at today. We haven't really overcome; yet we are on the right route. His mother would love to see this if she were here today. He sees the love that people in Newburgh had for his mother. She loved Newburgh and wanted the best for this city.

Hilary Rayford spoke. When she sat on council, she and Royal did a lot of things together. The skateboard park deserves to be named after Roxie Royal. It was her idea, and she saw it come into fruition. Rayford is asking that the community stand with her on it. Mrs. Royal was extremely humble. Rayford stated that she had hoped to see a resolution passed while Royal was alive; but she is going to continue to fight to see that the skatepark is named in her memory.

Mayor Harvey stated that he is going to make sure that we get it done, and he is personally committed to it.

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

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

Ray Harvey remarked. It is because of Roxie Royal that he is the current president of the local NAACP chapter. She really loved serving her community. On September 30, 2023, the NAACP chapter is going to honor Mother Roxie at their dinner, along with two other strong women in the community, Mothers Tallie and Howard. The women were the foundation of the black community for many years in the City of Newburgh. Second, it is important that he sees everyone at the school board meeting tomorrow evening. We come down here and bash this city council about the work that they aren't doing. Well, you need to come down and see the mess that is going on at this school board that is affecting our children. They are either going to be educated or they are going to prison, and we need to show up to try to stop the things that the school board is trying to do. He understands the importance of strong leadership. He likes the leadership in this city, and he hopes that it stays. He reminded everyone that the school board meeting is scheduled for tomorrow evening at 5 P.m.

Carla Johnston commented. She notices that the new police vehicles don't have the non-essential telephone number of the police department written on the cars. This could present a huge problem. She witnessed a crime and called the police department. Fifteen officers showed up; but the kicker is that she heard her name being called out on the radio within earshot of everyone. She shouldn't have to remind the dispatcher that she wants to be anonymous when calling to report a crime. In the future, let's be mindful of that because you could potentially put someone's life in danger who is trying to report a crime.

Cynthia Gilchisten congratulated Omari Shakur for winning the Primary. She is excited about it and is looking forward to working with him in the future.

Drew Kartiganer, residing at Meadow Street, spoke out against the micro-unit criminal housing project on Johnston Street. This is one of the worst projects proposed in Newburgh in the last twenty years. The housing project will import homeless persons from surrounding communities, and the real purpose is to house criminals coming out of jail to be dumped into Newburgh. The city council has been duped into supporting it. This is a project that will pay no property taxes, and it will drain resources from police, fire and other services needed, due to the type of residents who will be living there. It will undermine the safety and pride of Newburgh residents. The developers will pocket \$1-\$2.5 Million in developer fees at Newburgh's expense. The project needs to be stopped.

Jewel Martin stated that she would not reveal her living location; but she thanked Two Alices Coffee Shop for being a blessing to her. She also thanked the police and fire departments for keeping her safe. No matter what obstacles those departments face they still come faithfully to do their jobs. Why would the city council want to hire police officers on a temporary basis? We need permanent cops. We need to keep the violence of

the city down; it doesn't need to increase. Every time the budget comes around for police, fire and DPW, these department budgets are always decreased. Why are we so happy to have a score of a BAA rating when we still have these problems in our city? We don't have enough staff and it is ridiculous. We pay millions of dollars for a pool; but we can't pay millions of dollars to have functioning police, fire and DPW departments. She is tired of it. As long as she is homeless, she will continue to speak about it.

Dino Wen, Catherine St., commented. When he moved here it took him seven months to find affordable housing, and it was mostly due to the efforts of Councilmember Martinez. He continues to see a lot of homeless people. The average apartment for one person costs \$1300-\$1400. You would have to make \$52K per year, after taxes. Most people living here don't make that kind of money. There are a lot of Air B and Bs in this city, and most of them are not owner occupied. This is why he supports For the Many's *Homes are not Hotels* bill. He also supports the council's releasing of the vacancy study so that we can get the ETPA going sooner than later. This way the cost of living can start to decrease for residents. He encouraged the council to speak with Daniel Atona, political coordinator of For the Many.

Michelle Basch commented. She congratulated the city and Mr. Venning for getting our rating up and for being recognized by the financial institutions in the United States and Canada. We are not taking advantage of what is already here though. We are one of few places on the Hudson River that has a deepwater port. It would bring more people into our city. We should have a shuttle service to bring people up into the city from the dock. We need to look at the opportunity we have because it could bring a lot of money into Newburgh. When dealing with projects that utilize State funds, you can't say it is for a particular group of people. It is important that we focus on helping the people that live here. Next, the Christmas lights on Broadway are gorgeous. She implored the council to consider putting up wreaths on Liberty Street, because it is a business corridor.

Gabrielle Hill commented. She hopes the council will vote in favor of Resolution No. #130-2023, because anything that benefits our youth will be a benefit for us all. She commented about Resolutions #131-2023 and #132-2023. She hopes that we make sure that the other sites, especially in the African- American community, have markers there too. She is happy about the splash pads at Tyrone Crabb Park. She has video of kids and families enjoying themselves. Signage is needed with definitive start and end times so that people know when the water will be shut off. She asked us to think about the humanitarian side of all persons, including those reentering our community from incarceration or wherever they are coming from. They should be treated with dignity and respect. She is sure the council will do its due diligence and look at it intensely. Also, she wanted the council to publicly decide on a date for the burial ground marker installation, which is scheduled for September 24, 2023.

Daniel Atona, residing in Poughkeepsie and working in Newburgh, commented. He had a lot of fun at Mid-Hudson Valley DSA's Block Party. He thanked Councilmembers Shakur and Martinez for their support. He congratulated Shakur on his hard-won

victory. Atona knows that he will continue to be a voice for the disenfranchised in Newburgh. Last month the City of Kingston's rent guidelines board approved a rent freeze for 1200 apartments covered under the ETPA. It was a historic achievement made possible by For the Many, DSA and the Stony Run Tenants Union. Newburgh has an opportunity to have a rent guidelines board too. If the vacancy study determines it, then the council can vote to opt-in. The prospective board will regulate rent in those large, old buildings. There is nothing to be scared about, because a lot of municipalities Downstate have done it without issue. Newburgh would be the 2nd city Upstate to have a rent guidelines board. Also, the council should move forward with *Homes are Not Hotels* legislation. He encouraged the council to work with him to craft a version that fits Newburgh's needs. He read his phone number (845) 321-2663 and welcomed the Mayor and City Council to call him, day or night, to discuss these important pieces of housing legislation.

Chuck Walker, Liberty Street, remarked. He wondered if the city would consider getting standard garbage cans with lids. This way the garbage won't fall apart, and they won't fill up with water and hurt the guys' backs when they are lifting the heavy garbage bags. He sees them every morning and notices that the bags constantly fall apart spilling garbage into the streets. He feels that having standardized garbage cans would help alleviate the garbage problem in the city.

Tracey, Varick Homes, commented. She survived a spinal cord injury in a car accident when she was sixteen years old. She raises four children in a wheelchair. There are really great programs for youth in Newburgh. Although she has a disability, and her children are disabled too, she encourages them to work. Her daughter works at the Armory Unity Center through the Summer Youth Employment Program. She is registered for paratransit. Paratransit could not get her daughter set up for transportation for two weeks. She feels that it is unfair that people with disabilities can't get transportation to and from work. She emailed the State's ADA Compliancy board concerning the parking situation in Newburgh. She would like to see how she can help the City of Newburgh. She almost got run over, because cars were speeding past her as she was trying to get her wheelchair out of the car. She is going to email Steve Neuhaus too, because she does not know if it is a local matter or a county department matter.

Mayor Harvey pointed out that although we have a local transportation committee, the transportation system is coordinated through Orange County. A listening session will be held on July 12, 2023, from 3:30 Pm until 7:00 Pm, and he encouraged residents to participate, because they need to hear our concerns too.

Hilary Rayford commented. We do have something in place concerning the buildings constructed before 1974. It is time for us to open those files because we are getting priced out of our homes. People are leaving and the rents and taxes are just too high. She hopes that we can get more funding from the state. When she was on the city council, she recalled the \$48 Million that we had coming to us. She hopes that the city asks for more money due to the rising costs of everything. She commended Todd for doing an awesome

job, as he has helped us get out of the red. She encouraged the council to hang in there and stay focused. She congratulated the winners in the Primary. For years she has asked questions about the Recreation Department. The center is open from 8 Am until 4 Pm; but the kids don't get out of school until 3:30 Pm. What are we doing with our youth? She always admonishes us to "Follow the money." She hopes that the council continues to work hard. Also, she shouted out Janice Gaston for doing an awesome job in her department.

This portion of the meeting was closed.

07/10/23

Comments by: Drew Kartiganer

Comments for: Newburgh City Council meeting of 7/10/23

Subject: Micro unit criminal housing proposed for Johnston Street in Newburgh, NY

I am here to speak out against the proposed

Micro unit criminal housing project on Johnston Street

This project is one of the worst projects proposed in Newburgh in 20 years

The reason are many:

The project is NOT for Newburgh residents/

the NYS funding programs does NOT allow the priority selection of Newburgh's homeless...

So the **50 units proposed in this project** will attract & **IMPORT** homeless from surrounding communities including Westchester, NY, Middletown, Dutchess, Queens. Wherever.

The project real purpose is to house criminals coming out of Jail. (SHOP-program description attached)

The "SHOP" program population description #9 is to provide housing for Homeless

"Adults, youth or young adults reentering the community from incarceration"...

Which is say it will provide housing for criminals, violent felons and similar people getting out of prison to be dumped into Newburgh on Johnston Street.

The programs promise of housing for Homeless Vets; people sexually abused and similar populations... is simple camouflage for the real program purpose of housing criminals being dumped out of prison

I repeat, the real plan for these micro unit "HOMELESS HOUSING" on Johnston Street ...

is to DUMP CRIMINALS coming out of PRISON INTO NEWBURGH...

and Newburgh's City Council has been duped into supporting it...

in fact, the project is being financial supported with \$50,000 from the City of Newburgh and

and the project is actually being touted by Technical Staff (Alexandra Church) & the Mayor as affordable housing for Newburgh residents.

There are two newspaper articles attached to this submittal that demonstrate their support.

So for clarity and reference, this is a project that will

- 1. pay no property taxes;**
- 2. will actual increase property taxes to City tax payers and residents**
because that will drain Newburgh resources from the police, fire and other services needed as a result of the residents to living there..
- 3. will put Newburgh residents living in the neighborhood at greater risk of crime...**
because many of the residents of the homeless project will be criminals....
WHO ARE NOT FROM NEWBURGH..
- 4. will undermine the neighborhoods safety and pride** because the "homeless" resident will hang out in residents yards and alleys and other private and public opens spaces
- 5. will degrade the image of Newburgh with more vagrants and homeless on the streets**
because proposed the facility does not provide any open space for them to hang out in...
- 6. will undermine efforts to attract tourism to the upper Broadway and Liberty street area**
by filling the streets with people hanging out with nothing to do... except hang out...

All this while the developers will pocket from \$1 to 2.5 million dollars in developer fees.
at Newburgh's expense.

For reference, I have attached to this submittal newspaper articles of homeless criminals dumped in Newburgh and Poughkeepsie, and the murders that resulted in their being here...

and at this point I note NONE of the City Council members or staff live near the project location.....
none of you, except maybe Omari, live near where these criminals will be housed

for the record... I have 8 apartments down there... 500 feet up Johnston Street...
there are 6 single mothers and grandmothers raising children and one older gentlemen living there...

The project needs to be stopped... and Newburgh City Council should take the lead to stop it.
City council should withdrawal and cancels any support or resolution supporting this project and withdraw the offer to provide 50K in funding. And then notify the state of your opposition to the project.

For reference, I have provided documentation attached to this submittal supporting the comments above as listed below:

Attachments:

- 1 **NYS HCR Supportive Housing Opportunity Program (SHOP)/** (3 pages)
Program description to be used to fund the micro units/
See 9th listing of population to be served by project:
“Adults, youth or young adults reentering the community from incarceration”...
- 2 **City of Newburgh gets too many Parolees- 6/20/17- Times Hudson media (1 Page)**
- 3 **States inmate rate in sharp fall (NY Post- 7/22/23- 1 page)**
- 4 **In Newburgh, 67 ‘micro-units’ could help solve a lingering downtown housing crisis?**
(Poughkeepsie journal/ October 19, 2022) (3 pages)
- 5 **Ready to bet big..**
Newburgh to build 67 Micro-units in effort to address housing crisis/ (3 pages)
Mayor Harvey quoted project “will provide housing opportunities for Newburgh residents”
Alexandra Church quoted as “city doing due diligence” on developers..
- 6 **Smirking murder sentenced to prison for savage attack/** (3 pages)
Felon from Queens living in a SRO in Newburgh on Grand street sentenced for the beating
death of a homeless advocate at the front desk in May of 2017.
(Times Herald Record on murder- 02/21/19)
- 7 **Illegally converted handgun sues to kill Marist dad at hotel/** (3 pages)
(Homeless gang members start shooting at each other and kill innocent bystander who was
up to visit his son at Marist college)
(Mid hudson news 10/5/22).



NYS HCR Supportive Housing Opportunity Program (SHOP)

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STATUS: Available

TYPE	SOURCE	PROCUREMENT AGENCY
Capital	State	NYS HCR

SUMMARY

Supportive Housing Opportunity Program (SHOP) is a statewide capital development program used to finance and build supportive housing. SHOP is available through both the Multifamily Finance (9%) and Open Window (4%) programs. The use of SHOP funding is limited to projects with service and operating award through Empire State Supportive Housing Initiative (ESSHI) or other local municipal agencies.

SHOP provides financing assistance for site acquisition, hard costs and related soft costs associated with the new construction of or the adaptive reuse of a non-residential property to affordable integrated supportive housing with on-site social services. Financing is only available for site-specific multi-family rental housing that will have first mortgages financed by tax-exempt or taxable bonds issued by HFA or will receive an award of 9% LIHTC.

TENANT ELIGIBILITY CRITERIA

Families, individuals and/or young adults who are both homeless and have one or more disabling conditions or other life challenges, including:

- 1 • Serious mental illness;
- 2 • Substance use disorder;
- 3 • Individuals diagnosed with HIV;
- 4 • Victims/Survivors of domestic violence;
- 5 • Military service with disabilities (including veterans with other than honorable discharge);
- 6 • Chronic homelessness (including families, and individuals experiencing street homelessness or long-term shelter stays);
- 7 • Youth / young adults who left foster care within the prior five years and who were in foster care at or over age 16;
- 8 • Homeless young adults between 18 and 25 years old;
- 9 • Adults, youth or young adults reentering the community from incarceration or juvenile justice placement, particularly those with disabling conditions;
- 10 • Frail or disabled seniors;
- 11 • Individuals with Developmental Disabilities.

Definition of Homeless: In order to be considered homeless for the purposes of this RFP, an individual must meet one of the following criteria:

1. an un-domiciled person (whether alone or as a member of a family) who is unable to secure permanent and stable housing without special assistance. This includes those who are inappropriately housed in an institutional facility and can safely live in the community and those young adults, survivors of domestic violence, and individuals with I/DD who are at risk of homelessness;
2. a youth or young adult who left foster care within the prior five years and who was in foster care at or over age 16, and who is without permanent and stable housing;
3. an adult or young adult reentering the community from incarceration or juvenile justice placement, who was released or discharged, and who is without permanent and stable housing; or
4. a young adult between the ages of 18 and 25 years of age without a permanent residence.

ELIGIBLE APPLICANTS

Nonprofit organizations or private for-profit developers are eligible to apply.

80% of SHOP funding will be prioritized for developments controlled by nonprofit organizations. Joint ventures must be majority controlled by the nonprofit partner in order to be eligible for this prioritization.

AMOUNT

Per Unit Maximum Award through the HFA Open Window RFP:

- **New York City:** Up to \$200,000 per residential unit in a supportive housing project with 50% or more supportive housing units. Projects leveraging funds from New York City are eligible for up to \$100,000 per unit. Projects below 50% supportive will NOT receive the maximum amount and will be evaluated on a case-by-case basis.
- **Westchester, Nassau & Suffolk Counties:** Up to \$200,000 per supportive housing unit and up to \$160,000 per affordable unit up to 60% AMI in integrated supportive housing projects.
- **Rest of State:** Up to \$150,000 per supportive housing unit and up to \$95,000 per affordable unit up to 60% AMI in integrated supportive housing projects.

Per Unit Maximum Award through the HCR's Multifamily Programs Unified Funding RFP for 2021:

- **New York City and Westchester, Nassau & Suffolk Counties:** Up to \$150,000 per supportive housing unit and up to \$110,000 per affordable unit up to 60% AMI in integrated supportive housing projects.
- **Rest of State:** Up to \$85,000 per supportive housing unit and up to \$60,000 per affordable unit up to 60% AMI in integrated supportive housing projects

TERM

HCR requires a regulatory agreement of at least 40 years.

NETWORK NOTES

- Per the Winter 2022 HCR Multifamily Finance (9%) RFP, the anticipated funding for this program is \$23 million.

- Projects must have a minimum of 30% of the units be supportive to qualify for SHOP funding. HCR will **prioritize projects that are at least 50% supportive**, with no upper limit. SHOP may support both the supportive and affordable units in a project.
- A services and operating award and/or services plan acceptable to HCR is required, and must be obtained in order to be eligible for this program. **Conditional ESSHI awardees will be prioritized.**
- Units in mixed development projects with higher AMIs, up to 130%, may be eligible for a Middle Income Housing Program Supplement.
- HCR anticipates that the operating funding from the services and operating source will at least cover real estate maintenance and operating expenses for the supportive housing units. Applicants should underwrite rents for supportive housing units at an amount affordable to households earning at least 50% AMI.

FOR MORE INFORMATION

Read the Winter 2022 HCR term sheet [here](#).

CONTACT

Open Window RFP Contact:

New York State Homes and Community
Renewal
(212) 872-0537

MulifamilyFinance@nyshcr.org

Multifamily Finance (9%) RFP Contacts:

Darren Scott, Upstate Director of
Development East
(518) 795-5016
darren.scott@nyshcr.org

Leonard Skrill, Upstate Director of
Development West
(518) 461-6591
leonard.skrill@nyshcr.org

Ayanna Wayner, Downstate Director of
Development
(212) 872-0506
ayanna.wayner@nyshcr.org

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Last updated: 02/27/2022

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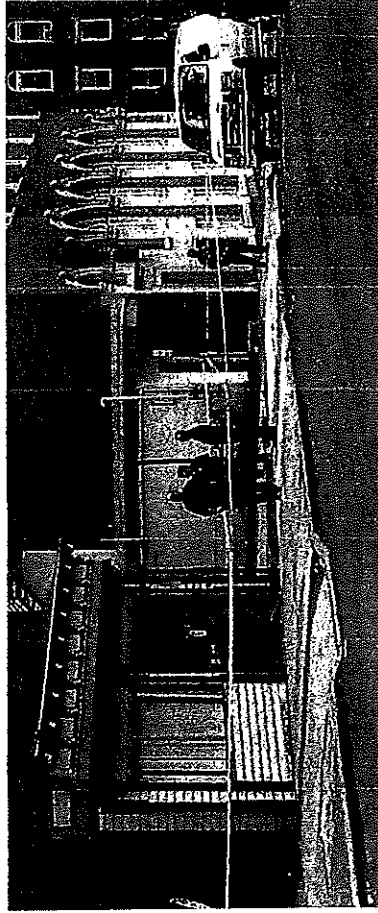
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City: Newburgh gets too many parolees



(/uploads/original/20181211-122139-062117mht2111.jpg)

Posted Tuesday, June 20, 2017

A month after a youth-advocacy worker was killed during an overnight shift at a halfway house on Grand Street, residents and city officials are asking why parolees from other communities continue to be relocated to the City of Newburgh. It's been a long and growing problem that has escalated and we all would like to see it stopped," said Schnekwia McNeil at a Newburgh City Council meeting last week. The homicide has brought to light what city leaders describe as the "dumping" of parolees

ories/city-newburgh-gets-too-many-parolees,828?



(/stories/bounty-festival-is-a-hit-in-milton,48140)

Bounty Festival is a hit in Milton (/stories/bounty-festival-is-a-hit-in-milton,48140)

This year is the 14th anniversary of the Heart of the Hudson Valley Bounty Festival in Marlborough. Over the weekend, inclement weather pushed the

State's inmate rate in sharp fall

By ZACH WILLIAMS

New York emptied prisons at a faster rate than any other state between 2019 and 2022, except for New Jersey, West Virginia, and Washington.

The total inmate populations in Empire State prisons and local jails fell from 64,306 in 2019 to just 47,003 in 2022 — a 26.9% drop in three years — according to a report released Wednesday by the

Vera Institute for Justice. “Hot labor markets appear to be helping to keep incarceration levels down,” Jacob Kang-Brown, who wrote the 30-page report on incarceration trends by state, said.

“With proper support, reducing incarceration can assist with workforce shortages and help reduce inequality.”

The report drew no conclusions on the exact reasons for the big decrease

in incarceration in New York, but progressive policies like bail reform appear to play a significant role alongside the COVID-19 pandemic and decreasing unemployment.

Limits on imposing cash bail that took effect in 2020 have allowed more people to avoid jail while they await their trials, while “Less is More” legislation has helped people avoid going back to prison over technical parole violations.

Albany Democrats recently approved “Clean Slate” legislation that would automatically seal criminal records for people that serve their sentences, though it remains unclear whether Gov. Hochul will sign the bill into law.

“My Democrat colleagues are not focused on reducing crime. They are only focused on releasing criminals from prison or making sure they don’t end up there at all,” state

Sen. George Borrello (R-Jamestown) said in response to the report. Other blue states in the Northeast have seen big drops in the number of incarcerated people, including Massachusetts and Connecticut, which experienced drops of 24.3% and 21.3%, respectively, between 2019 and 2022.

COVID-19 helped drive decreases in prison and jail populations across the country.

Alaska was the only state that saw an increase, though Texas had a slight jump in people held at local jails, according to the report.

“This historic drop, which far outpaced decarceration from criminal legal system reforms in the years before the pandemic, was not enough to change the United States’ status as a global outlier in its use of incarceration,” the report states.

RECOMMENDED FOR YOU

Former NFL player Dion Lewis banned from Latham strip club

Albany Empire coaches, players plan to sue Antonio Brown

Statue of Philip Schuyler on the road again

Empire
equipment
payroll

Separate shootings leave two dead in Albany

HUDSON VALLEY // REAL ESTATE

Newburgh to build 67 micro-units in effort to address housing crisis

le × es smaller units will help with shortage of low-cost rentals

nefit: na Bellamy

aywall- p. 6, 2022

LANA Bellamy



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Not to be confused with single room occupancy units, which are illegal in Newburgh, the micro-units will be 500-square-foot, self-contained apartments with a kitchenette and a bathroom, similar to a studio apartment. It could be more than a year before they are available, Newburgh's Planning and Development Director Ali Church said. BJH Advisors, which is developing the Washington Street project, is working on acquiring building permits, while Newburgh Ministry, which is planning the 17 and 19 Johnston St. project next to its long-running shelter, is still going through the planning process with city review boards.

Beyond adding to Newburgh's inventory, the micro-units are meant to be affordable for some of the city's most cash-strapped residents. Newburgh, like

6/25/23, 11:38 AM

Newburgh to build micro-units to address housing crisis

Compounding the housing crisis, the city has faced a challenging dilemma with code enforcement, which can have the unintended consequence of displacing residents: Many people living in unsafe, derelict buildings have low incomes. Since the buildings are in such bad shape, they may need to be condemned. The condemnation then displaces the residents who might not be able to afford to live somewhere else, Church explained.

"The thought from the city is that we could create a grant program that can incentivize the creation of small units with a cap on the income of the people who

6/25/23, 11:38 AM

Newburgh to build micro-units to address housing crisis

grant program that is supported by Harvard Kennedy School's Ash Center for Democratic Governance and Innovation and Tolemi, a d

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Micro-units as a housing solution

Building micro-units that cost less, have small living spaces and more communal amenities is not a new concept, but some Newburgh officials believe this type of development could help some renters who are struggling to stay housed, Church said.

“This is one part — it is not a solution for everyone or everything,” she said.

10/27/22, 8:41 AM

NYS HCR Supportive Housing Opportunity Program (SHOP) | Funding Guide | Supportive Housing Network of New York

- Projects must have a minimum of 30% of the units be supportive to qualify for SHOP funding. HCR will **prioritize projects that are at least 50% supportive**, with no upper limit. SHOP may support both the supportive and affordable units in a project.
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darren.scott@nyshcr.org

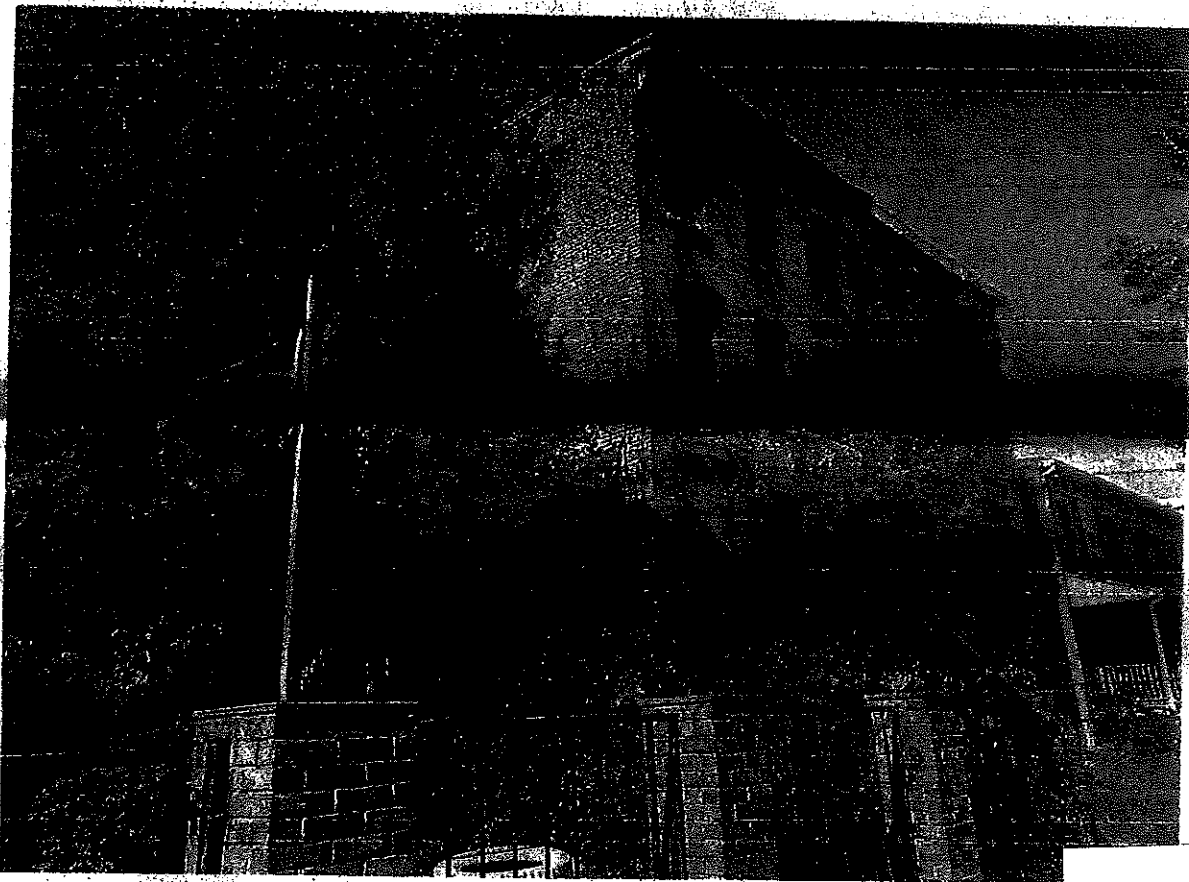
Leonard Skrill, Upstate Direct
Development West
(518) 461-6591
leonard.skrill@nyshcr.org

Ayanna Wayner, Downstate Di
Development
(212) 872-0506

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Ready to bet big

ON TINY APARTMENTS



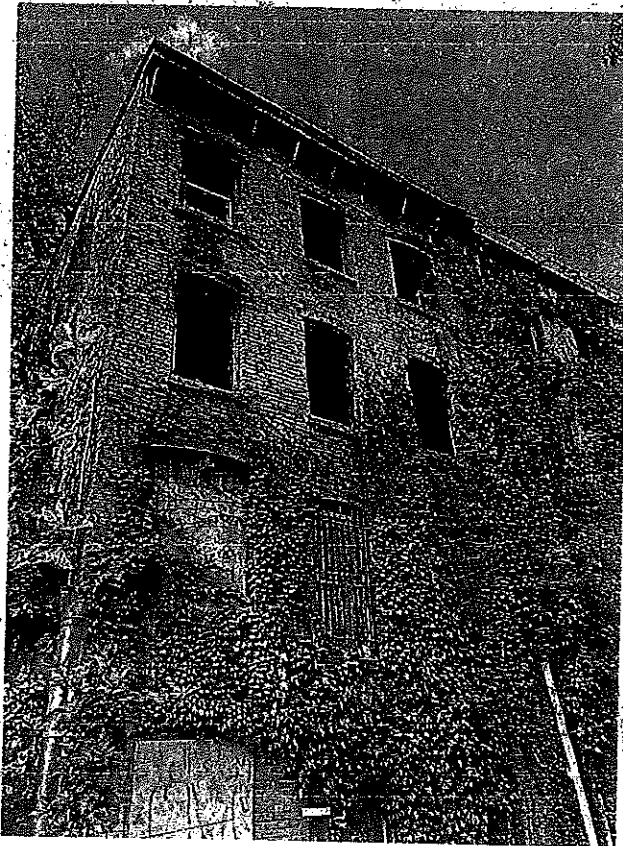
Local nonprofit Newburgh Ministry wants to build 53 micro-unit apartments as affordable at 17-19 Johnston St. Sixty-seven of these units are planned overall for the city. ERIN NOLAN

In Newburgh, 67 'micro-units' could help solve a lingering downtown housing crisis

Erin Nolan Poughkeepsie Journal | USA TODAY NETWORK

Two vacant, blighted buildings could soon become part of the solution to Newburgh's housing crisis, according to Newburgh Ministry.

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The building at 17-19 Johnston St. is one of two blighted properties that could soon become part of the solution to Newburgh's housing crisis. ERIN NOLAN

Housing

Continued from Page 1A

building would also be renovated and converted into 14 affordable micro-units.

Mayor Torrance Harvey said he hopes these tiny apartments will provide a rare opportunity for 67 of the city's low-income population to find safe, permanent housing.

"There just aren't enough available vacant apartments that are affordable to the people that are either homeless and/or living below or at the poverty line," said Harvey. "And that is a fact... Right now we have homeless people sleeping on our streets."

In Newburgh, less than a third of residents own their own home and roughly 60% of renters are cost-burdened by

other places," she said, explaining the micro-units will be between 300 and 500 square feet. "You could have just a little more space and charge more than twice as much rent... There has to be some will behind this."

Newburgh Ministry, Church said, has shown they have that necessary desire to help Newburgh residents live comfortably. The nonprofit is focused on ensuring Newburgh residents have access to basic necessities like shelter, food, health-care and warmth.

According to Colin Jarvis, the executive director of Newburgh Ministry, Johnston Street building will also provide residents with access to case managers, substance abuse counselors, mental health counselors and other social services intended to help improve their living situations.

Mayor Torrance Harvey said he hopes these tiny apartments will provide a rare opportunity for 67 of the city's low-income population to find safe, permanent housing.

want to speculate when the project will receive final approvals from the planning and zoning boards, but he hopes to break ground on the development in 2023.

Has this been done before?

The micro-unit idea is not new, Church said, and communities in the Hudson Valley have invested in similar developments.

But unlike other micro-unit developments, many of which offer luxury amenities and steep rent prices, Church said Newburgh's plans are modeled after nonprofit housing projects like those built by Safe Harbors of the Hudson Valley. Safe Harbors offers housing and support services for adults who need affordable housing due to income, mental health diagnoses, disabilities or other circumstances.

Harvey dismissed fears the micro-units won't actually be affordable and will only contribute to gentrification. He said he anticipates the majority of people living in the micro-units will be city residents and there are safeguards in place to ensure the apartments remain affordable.

5.1

the poverty line," said Harvey. "And that is a fact ... Right now we have homeless people sleeping on our streets."

In Newburgh, less than a third of residents own their own home and roughly 60% of renters are cost-burdened by their housing expense, according to a housing needs assessment published in 2021 by The Leviticus Fund.

Officials hope the micro-units, which will be similar to single-occupancy studio apartments with private bathrooms and kitchenettes, will be available to rent in the next two to three years, according to Church.

Local nonprofit Newburgh Ministry would develop and operate the units at 17-19 Johnston St., next to their homeless shelter. Plans are still pending planning and zoning board approvals, having already passed the architectural review board.

New York City-based private developer BJH Advisors already has approvals to build on Washington Street, though Church said it is working on obtaining building permits.

Why micro-units?

Typically, Church said, it makes more sense for developers to build larger, more luxurious apartments.

"There's not a lot of incentive to build these types of units. I think that's why they're not getting built as much in

rector of Newburgh Ministry, Johnston Street building will also provide residents with access to case managers, substance abuse counselors, mental health counselors and other social services intended to help improve their living situation.

The city is utilizing leftover grant money from the Cities for Responsible Investment and Strategic Enforcement - or Cities RISE - program, a state grant program intended to help fund projects that aim to address urban housing issues. Newburgh will reimburse both developers up to \$50,000 for the predevelopment costs of building micro-units intended for low-income and formerly homeless individuals.

Both developers agreed to keep the micro-units income-restricted for the first five years of operation and available exclusively to tenants whose incomes are less than 50-80% of the Area Median Income, according to the contract both developers signed in order to receive the grant money. The developers are also restricted in the percentage of a tenant's income they can charge for rent, with the Johnston Street units at 30% and Washington Street at 50%.

"These units are targeting people who are on a fixed income, meaning they probably received supplemental income from the state that pays their rent," Church said.

Jarvis said he doesn't

able and will only contribute to gentrification. He said he anticipates the majority of people living in the micro-units will be city residents and there are safeguards in place to ensure the apartments remain affordable.

"We're talking about 67 individuals getting off the streets in the City of Newburgh who may be homeless, or about to be homeless or suffering with mental health matters and/or drug addiction, or the various different issues and clinical issues that happen with folks who we see as vagrants and wandering, sleeping on Broadway and on the streets in the City of Newburgh," he said.

According to the housing needs assessment, Newburgh's poverty rate is 2½ times that of Orange County and a quarter of Newburgh residents receive food stamp/SNAP benefits.

Both Church and Harvey said they view the approval of these micro-units as a win for the city and its residents.

"Not only is this getting people out of substandard housing, but it's also offering permanent housing for those in transitional housing," Church said. "The city absolutely does its due diligence to make sure that the developers that come in here have and will meet the needs specifically of our community, and we work very hard. We're an open and welcoming community, and we don't shut the door on people."

poughkeepsie journal

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5.2

CRIME

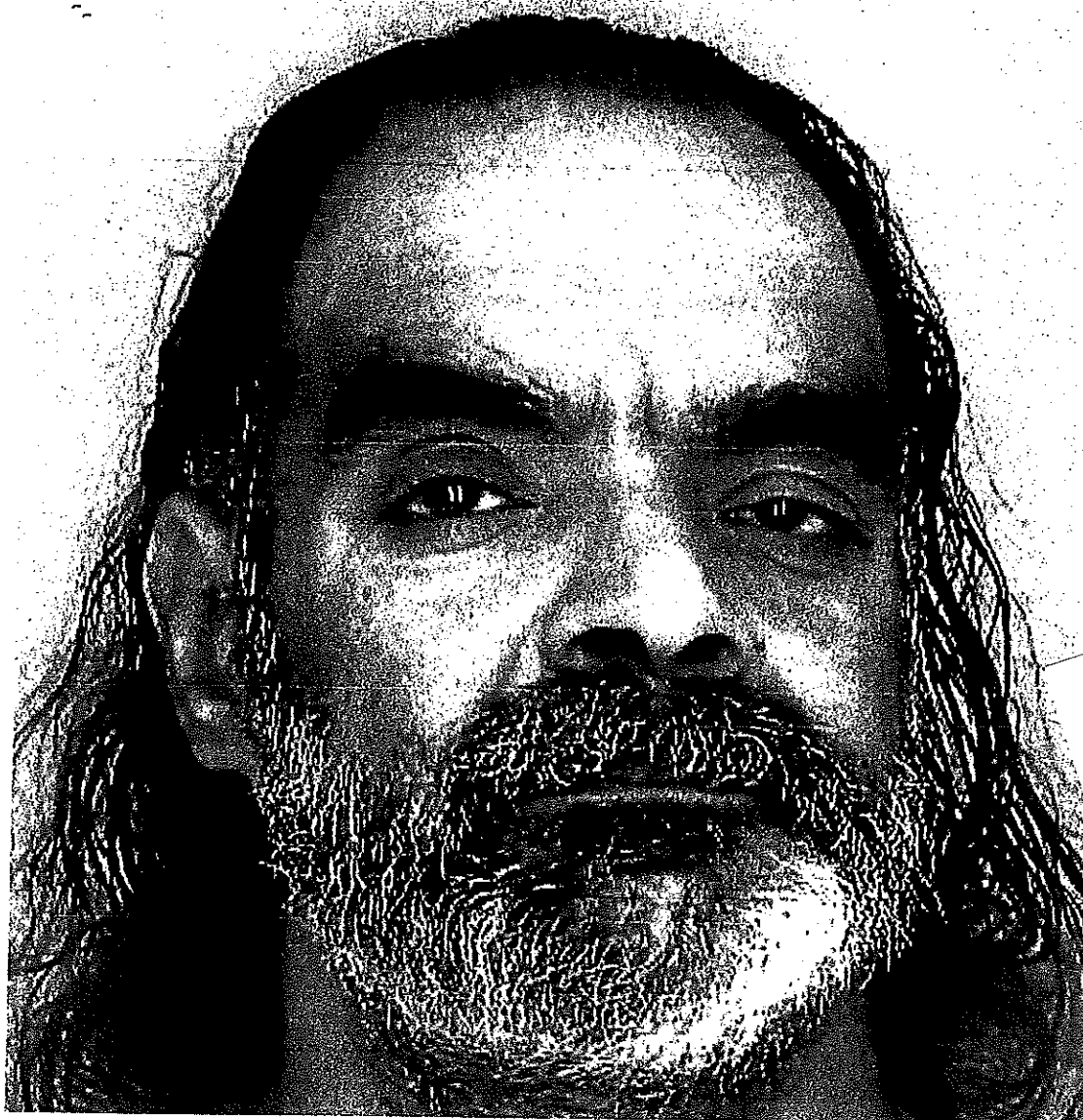
Smirking murderer sentenced to prison for 'savage' attack

Heather Yakin hyakin@th-record.com

6/25/23, 2:26 PM

Newburgh man gets 21 years to life in prison for killing Youth Advocate Programs employee – Daily Freeman

Newburgh man gets 21 years to life in prison for killing Youth Advocate Programs employee



6.1

GOSHEN - As a prosecutor read statements from the sister of murder victim Robert Munson, and as he described the gruesome manner in which Wilfredo Mercado beat, stabbed and strangled the man, Mercado smirked.

Mercado took a second-degree murder plea, his sixth felony conviction, for brutalizing Munson on May 23, 2017, at the transitional housing program in the City of Newburgh where Mercado, a level 3 registered sex offender, was living after his parole on a burglary conviction.

On Thursday in Orange County Court, Judge Craig Brown sentenced Mercado, 53, of Newburgh, to 21 years to life in prison.

Munson, 61, showed up at the program at 44 Grand St. the night of May 23, 2017 for an overnight work shift he would never finish, Senior Assistant District Attorney Jason Rosenwasser said. Munson was seated at his desk when Mercado walked past, which was nothing out of the ordinary, and security cameras showed that Munson never looked up from his newspaper and cup of coffee.

6.2

Wilfredo Mercado

By **MID-HUDSON NEWS NETWORK FREEMAN STAFF** and **MID-HUDSON NEWS NETWORK** |

PUBLISHED: February 22, 2019 at 9:07 a.m. | UPDATED: July 21, 2021 at 6:44 a.m.

GOSHEN, N.Y. – A Newburgh man has been sentenced to 21 years to life in state prison for the May 2017 stabbing death of a Youth Advocate Programs employee at a temporary housing facility in Newburgh.

Wilfredo Mercado was sentenced Thursday in Orange County Court by Judge Craig Stephen Brown.

Mercado, 53, previously pleaded guilty to second-degree murder, admitting he killed Robert Munson, 61, inside the Youth Advocate Programs facility at 44 Grand St. in Newburgh on May 23, 2017.

Mercado admitted he stabbed Munson in the torso repeatedly. Prosecutors say he also bludgeoned and strangled Munson.

Munson had been a Youth Advocate Programs advocate since 2014 and worked the overnight shift at the agency, police said at the time of the killing. They said the fatal assault occurred early in the morning.

Youth Advocate Programs Inc. offers transitional life skills training to homeless men, including some who were formerly incarcerated.

Mercado had several prior felony convictions.

6.3

<https://midhudsonnews.com>

Illegally converted handgun used to kill Marist dad at hotel

October 5, 2022(<https://midhudsonnews.com/2022/10/05/>) 5:45 am

Facebook Twitter LinkedIn Email Print



The Courtyard by Marriott hotel on South Road in Poughkeepsie where Paul Kutz was killed by

TOWN OF POUGHKEEPSIE – Roy Johnson Jr., the 35-year-old suspect accused of killing Paul Kutz in the Marriott hotel in the Town of Poughkeepsie, used a Glock 9mm handgun that was modified to fire as a weapon. The pistol was equipped with a magazine capable of holding 30 rounds of ammunition.

A modern sporting rifle, resembling a military-issued rifle, was also recovered at the scene. Police declined to say if it was a “ghost gun” lacking a serial number.

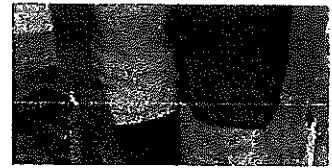
A witness said that Johnson was in the lobby of the hotel on Sunday morning and was involved in an argument with a hotel employee. Johnson allegedly drew his pistol and began firing, striking 53-year-old Paul Kutz in the chest and leg. Kutz, a Long Island



7.2

accountant, was staying at the hotel with his wife Natalie to visit their 18-year-old son, a freshman, at Marist College.

The victim was not an intended target, according to Town of Poughkeepsie Police Chief Joseph Cavaliere. The chief held a **news conference on Monday to provide a limited amount of information regarding the homicide and investigation** (<https://midhudsonnews.com/2022/10/04/two-ex-cons-arrested-in-connection-with-hotel-murder-video/>).



Paul and Natalie Kutz via social media.

Johnson was remanded to the Dutchess County Jail without bail on felony charges of murder and criminal possession of a weapon for the October 2nd incident. He previously served 12 years in prison for felony robbery and burglary convictions. He was released in August of 2018.

The second suspect in Sunday's homicide, 26-year-old Devin Taylor, was charged with two felony counts of criminal possession of a weapon. He was sent to the Dutchess County Jail on \$500,000 cash bail, \$1 million bond, or \$5 million partially secured bond.

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Mid-Hudson News with Hank Gross, Friday, October 7, 2022

4 min



Mid-Hudson News with Hank Gross, Thursday, October 6, 2022

4 min

new items

17.3

Pair charged in Poughkeepsie hotel shooting had arsenal, indictments say

The indictments, handed up by a grand jury Tuesday, reveal new details about the Oct. 2 murder of a Marist parent

Lana Bellamy

Oct. 11, 2022 Updated: Oct. 12, 2022 3:50 p.m.



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

Councilmember Grice thanked the community, and especially Mrs. Royal's family for coming out tonight. It is the council's full intention to repair our landing dock. It is not just for the boats coming here to dock; but it is for the community to enjoy recreational activities too. He is supportive of the ferries, not only for tourists coming to shop, but also for residents to be able to traverse the city. The county controls the transportation, and he urged residents to go to those public hearings to advocate for ferries, longer hours, etc. Grice mentioned that we are hiring temporary police officers. As far as the budget goes, we were in a financial crisis, and everybody would have been laid-off. We avoided that, and it has allowed us to be able to do other things. We were never a poor city; we were only a mismanaged city. Now we have our finances in order. There is a direct correlation between taxes and staff. If you want full staff, then great; but that means some other things have to happen, such as the increasing of taxes. It is a tradeoff. Lastly, when individuals have completed incarceration and served their time, they deserve a second chance in life. Formerly incarcerated persons deserve housing too, and the notion of that otherwise is a self-serving argument.

Councilmember Martinez appreciates everyone that comes to the meetings regularly. She is disappointed about the misinformation being spread on social media. She encouraged people to do their research and not become a part of the problem. At each meeting, it is like we are repeating ourselves constantly. The specific individual that comes to speak about the homeless issue continuously refuses to accept the help that the council offers. She is not against affordable housing, and the council has mentioned time and time again the bills and legislation that it is working on to help residents. She respectfully disagrees about the comments made about the microunits project. The County needs more shelters. We don't have the full resources to help everyone in Orange County; but we aren't going to say no to the affordable housing project. Housing is a human right regardless of someone's background. She finds it extremely hypocritical that we passed a Clean Slate resolution, then we turn around and say we don't want these criminals in our background. She has family members who have been incarcerated. For people to come here and say they don't deserve a second chance is insulting to her.

Councilmember Monteverde thanked everyone for coming out tonight. She is a big believer in affordable and permanent housing. Nimby ("Not in my backyard") proponents, with their misinformation, are always going to come out whenever an affordable housing project is up for vote. We should recall that with the Alembic experience. That project got shut down, even though she is not sure it was well thought out to begin with. Yet we could have done better with community engagement. She doesn't want to see that happen again. We have a lot of projects in the pipeline, and there will be a certain percentage of affordable housing units provided. We need to be better prepared because the 'nimbys' will always be there. Monteverde supports our boards and committees. They are all doing a lot of work in the community. They are volunteers, and they are being productive. She recalled talks about the 90-gallon garbage cans. It is all a matter of funding. Let's put it on the agenda and see how many we can purchase.

Building owners should be violated for not putting the garbage properly into the containers. This is a big part of the problem. There is a lot of garbage throughout the city, and it brings down the quality-of-life. Lastly, she agrees that police calls should be held confidentially. She does not know why they do it that way. It happened to her.

Councilmember Shakur commented. Today there was an event on South Street. He noticed roughly thirty garbage cans with no tops. With the heavy rain last week, all the water fell back onto the streets when DPW was loading the cans onto the truck. This leads to a rat problem in the city. He urges people to not only come to the meetings with their problems; but to remain in the meeting hall so they can hear the answers from city council. He went to prison for six years. Now look at him! He is on the council. You never know where a person will end up in life. This is why he goes so hard and advocates for people. Just because a person went to prison doesn't mean that he or she is a bad person. He is on Section 8 and SSI and he understands the issues. Last year he was facing an eviction. We understand the problems because we have been there. This is one of the best city councils we have had in Newburgh in a long time. We may have our differences, but we sit down and examine and discuss the problems to come up with the best solutions. It is not about what is right for us. It is about what is right for this city. Also, the telephone numbers not being located on the new police vehicles is a problem. We can get it done though.

Councilmember Sklarz commented. He was excited about the opening of the splash pads at Tyrone Crabb and Xavier Lunan parks. It was nice to see the kids and families having fun. He stopped by Tyrone Crabb Park later and saw that the splash pad was down due to an electrical system failure. He noticed that the staff was working quite a while to get it working again. If staff could've seen the joy in the children and parents' faces that were filled with joy when operations resumed it was priceless. At Thursday's work session, the council received a landscape architectural presentation on the long-awaited burial ground at the top of Downing Park. The plans provided a nice area for reflection and for the remains to be placed. Sklarz hopes we can put the plans on the city's website for everyone to be able to see. As a councilmember, he often feels it is a thankless job. Today was a day full of perks though. We got to honor Roxie Royal and Jeh Johnson. Many people may not know it, but Johnson was one of very few Black Architects who lived in Newburgh. He designed Lake Street Plaza. Sklarz stated that this is one of those times to say he is proud to serve on the council to be able to honor these folks.

At the request of Mayor Harvey, Michelle Kelson explained that the development grants were for reimbursement for predevelopment activities for projects that were being proposed. At this point she is only aware of one project having any approval. The other one didn't involve the conveyance of city-owned land. The grants were for the design and other types of activities that occur before actual construction.

Mayor Harvey commented that we are in a housing crisis. The Governor of New York has declared it. People are being priced out. The housing study was performed, and the data is there. We paid for the housing study, and it was done by Leviticus. We are in the process of completing a vacancy study to see if we qualify for rent control by Albany. We

are going to build our city back better. There are six or seven parcels that passed through this city council for affordable housing. People complain that they have to step over homeless people when they go into the shops and restaurants. But they don't want us to provide housing for the homeless. Last time he checked, the council has no authority on what areas homeless people come from into this city. To his understanding the point of authority is not this board, it is Orange County. But you don't see people going to Orange County to speak with the County Executive. We are a welcoming city, and we welcome everybody. If they are here, then as human beings it is our job to ensure they have decent and affordable housing. This is what we do. We have several development housing projects already passed by this city government. We are asking for developers to put shovels in the ground now. We have done our part.

Lastly, he mentioned the dock. He is fully aware of Newburgh being the only river city with a deepwater port. We have a 60% design of the new dock. It was announced by Pat Ryan, and we received \$4 Million for the repair. We've got three cruise line companies ready to begin operations in our city; but we can't get the \$4 Million from the County, because they want a Memorandum of Agreement. This is what happens in government. We have to wait for Orange County to send us the federal funds that were awarded to us by the United States Congress. Harvey stated he has been calling Mr. Porr for weeks, so that we can proceed and move forward with a bid and bond to get the dock done. It was announced back in January; but we still have to wait for the funds to be sent to us.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 121 - 2023 - Agreement with QUEST for Professional Services for 10 & 12 Van Ness Street

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 122 - 2023 - Award of Bid #1.23 - PIN 8761.40 - Replacement of Walsh Road Bridge over the Quassaick Creek (BIN 2223620)

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 123 - 2023 - 2023 Water Infrastructure Improvement Act Grant Application - Newburgh Combined Sewer Control Facility

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 124 - 2023 - Donations - City Annual Events 2023

Councilwoman Monteverde moved and Giselle Martinez seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 125 - 2023 - Contracts - City Annual Events 2023

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 126 - 2023 - 193 Renwick Street - Release of Restrictive Covenants

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 127 - 2023 - 65 Lander Street - Release of Restrictive Covenants

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 128 - 2023 - 134 Chambers Street - Release of Restrictive Covenants

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 129 - 2023 - Unified Court System Agreement April 1, 2023 to March 31, 2028

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 130 - 2023 - 2024 Orange County Youth Bureau Grant Applications

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 131 - 2023 - Apply for and Accept if Awarded a Municipal Tourism Grant on Behalf of Safe Harbors

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Shakur, Sklarz, Harvey - 5

Adopted

Resolution No. 132 - 2023 - Orange County Municipal Tourism Grant - Safe Harbors subrecipient grant contract

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Shakur, Sklarz, Harvey - 5

Adopted

Resolution No. 133 - 2023 - Extension of Agreement with O.C. to accept (1) Can-Am Outlander

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 134 - 2023 - Hiring of (4) Police Officers

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 135 - 2023 - Arts & Cultural Commission - Consultant Project Manager Agreement for Art-Biz Program

Councilwoman Monteverde moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 136 - 2023 - Human Rights Commission - Consultant Facilitator Agreement

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 137 - 2023 - Conservation Advisory Council – A7208/S6893
Decommissioning Nuclear Power Plant Discharges into the Hudson River

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 138 - 2023 - Conservation Advisory Council - Consulting Arborist Agreement

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

**SPECIAL VIDEO PRESENTATION FROM FORMER SECRETARY OF
HOMELAND SECURITY JEH JOHNSON.**

A special video presentation for the council and public was made by former Secretary of Homeland Security Jeh Johnson in honor of his late father Jeh V. Johnson. The senior Johnson was the architect of a few buildings in the City of Newburgh during the 1960s and 1970s, including the Lake Street Apartments. Harvey thanked George Garrison and staff, as well as Jason Morris, for all the hard work their departments did reorganizing the area near Lake Street and the bridge, as well as the milling and paving that occurred around the Lake Street housing complex.

Councilmember Grice thanked Harvey for coordinating this effort to honor Johnson. He mentioned that the the field of architecture was very difficult to break into by African Americans in Newburgh. Grice is impressed that Johnson not only came back to visit Newburgh, but he was impressed by the way the City of Newburgh maintained everything. Here you have the man that designed it impressed with how it was kept up over the years. We are determined to recognize the people who have gone unrecognized and who have done great things for our city.

Mayor Harvey pointed out, at the request of Secretary Johnson, that we should do the street naming ceremony the Tuesday before Thanksgiving 2023. This is the time when Johnson and his family, including his elderly uncle who partnered with his father in the architectural firm, will spend the holidays in the Hudson Valley.

Mr. Venning pointed out that on that particular Tuesday in November, it might conflict with a work session due to the Thanksgiving holiday. We can work it out though.

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 140 - 2023 - Resolution Authorizing Settlement of In Rem Property - 197 Ann Street

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 141 - 2023 - Resolution Authorizing Settlement of In Rem Property - 62 Overlook Place

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 142 - 2023 - Resolution Authorizing Settlement of In Rem Property - 18 Lake Street

Councilman Shakur moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 143 - 2023 - Resolution Approving a Collective Bargaining Agreement with Local 589 International Association of Firefighters

Councilmember Grice commented. It is a long time coming for this contract. We, as city council, don't get involved in contract talks. The media has blamed the council for things in the past and for things that were out of the city council's control. He pointed out that after the unions and the lawyers ratify the contracts, the council only approves the resolutions and allocates money in the budget for the departments. The city does not have a money tree in its backyard, and in 2018 we were almost insolvent. He recalled the tough decisions that were made, but they were the right decisions. Here we are at this point with the budget. He stated he would support a fire training position, and he would continue to look at the staffing levels as we near the budget season.

Councilmember Monteverde commented. She thanked Michelle Kelson and Todd Venning for making it happen. Everybody has been patient and she thanked the Fire Chief and the department for finally coming to the table and agreeing to this contract. She hopes this shows good will effort and that the city council supports its fire department. We couldn't exist without our fire department. This is a big day for us that this is happening.

Mayor Harvey thanked Venning, Kelson, the labor council, the fire chief and the leadership in the fire department; as well as the Firefighter unions for coming to the table and negotiating a collective bargaining agreement for five years. The PBA has their

contract, and CSEA has its contract. This is huge that we got it done, and sometimes you can go multiple years without a contract if parties don't come together to the table to negotiate. Harvey recalled a treacherous incident, in which he saw a mom and her young son traveling north on Route 9W when their vehicle started smoking. The fire department arrived at the scene within two minutes to assist. They were very professional, and they addressed the situation, along with our police department.

Councilman Sklarz moved and Councilwoman Monteverde seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

The City Manager concluded his report.

RESOLUTION NO.: 120 - 2023

OF

JULY 10, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
BESTOWING A KEY TO THE CITY OF NEWBURGH IN HONOR OF ROXIE ROYAL**

WHEREAS, Roxie Royal spent most of her youth in the segregated south; and

WHEREAS, after moving to Newburgh, Ms. Royal became active in the community as the first African-American secretary of the Montgomery Street and Broadway School PTAs; and

WHEREAS, Ms. Royal served as the Chairperson of the City of Newburgh Democratic Committee and supported the campaigns of Mayor Joan Shapiro, the first woman mayor of Newburgh, Mayor Audrey Carey, the first African-American mayor of Newburgh and in New York State, and Orange County Legislator Harvey Burger, the First African-American elected to such office; and

WHEREAS, Ms. Royal's community service also included the New York State's Anti-Drug program and Walk Against Drugs and serving as Secretary of Church Women United; and

WHEREAS, Ms. Royal was an early advocate for, and supporter of, the construction of a skateboard park by the City of Newburgh for the youth of the City of Newburgh, who often lack safe, available and positive activities to fill their free time; and

WHEREAS, it is fitting and appropriate that Ms. Royal's contributions to the Newburgh community and her advocacy on behalf of the youth of the City of Newburgh be memorialized by presenting a Key to the City of Newburgh to serve as a reminder of the principles she represents;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh bestow upon Roxie Royal the ceremonial Key to the City in recognition of her groundbreaking accomplishments and dedicated service to the City of Newburgh community; and that a copy of this resolution be forwarded to her family, with greatest respect, from the entire Newburgh City Council.

RESOLUTION NO.: 121 - 2023

OF

JULY 10, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
IN AN AMOUNT NOT TO EXCEED \$9,496.00 FOR ASBESTOS VARIANCE
APPLICATION, ABATEMENT AND RELATED MANAGEMENT AND MONITORING
SERVICES FOR THE DEMOLITION OF
10 VAN NESS STREET AND 12 VAN NESS STREET

WHEREAS, the City of Newburgh is undertaking the demolition of the buildings located at 10 Van Ness Street and 12 Van Ness Street; and

WHEREAS, the demolition of the building presumes the presence of asbestos containing material which must be addressed in compliance with law, rule and regulation; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for ensuring compliance with applicable laws, rules and regulations related to the preparation of a site-specific variance application, specifications and bid documents for the work, and third party management and monitoring services; and

WHEREAS, the cost for these services will not exceed \$9,496.00 and funding shall be derived from A.1365.0448; 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;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with Quality Environmental Solutions & Technologies, Inc. for asbestos variance application, abatement specifications, bid preparation and related third party monitoring services in an amount not to exceed \$9,496.00 in connection with the demolition of the buildings located at 10 Van Ness Street and 12 Van Ness Street.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

June 23, 2023

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

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

Re.: 10 & 12 Van Ness Street, Newburgh, NY 12550
Request for Proposal – Variance Develop/Submission, Specification/Bidding and Asbestos
Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (QuES&T) is pleased to submit the attached proposal to: 1) Prepare and submit a Site-Specific Variance to NYSDOL ESU; 2) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 3) provide Asbestos Abatement Monitoring & Management Services during controlled demolition abatement.

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

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

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

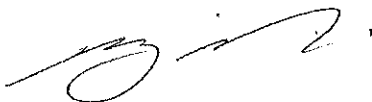
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full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

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

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

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

Sincerely,



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

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND
ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES**

for

CITY OF NEWBURGH

83 Broadway

Newburgh, NY 12550

at

CONDEMNED MULTI-UNIT RESIDENTIAL BUILDINGS

10 & 12 Van Ness Street

Newburgh, NY 12550

QuES&T agrees to provide the following services:

1.) Development and Submission of NYSDOL Site-Specific Variance

- Meet onsite to identify areas impacted by controlled demolition of 10 & 12 Van Ness Street, Newburgh, NY 12550.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

2.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content, and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

3.) Asbestos Abatement Management and Monitoring

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

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

Services Cont'd...

Item 2: Third Party Asbestos Air Monitoring

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

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND
ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES**

**for
CITY OF NEWBURGH**

**83 Broadway
Newburgh, NY 12550**

**at
CONDEMNED MULTI-UNIT RESIDENTIAL BUILDINGS**

**10 & 12 Van Ness Street
Newburgh, NY 12550**

➤ **1) SITE-SPECIFIC VARIANCE DEVELOPMENT & SUBMISSION**

NYSDOL Variance Prep Including Site Visit	\$ 1,650.00
NYSDOL Variance Filing Fee	\$ 350.00
Lump Sum Total:	\$ 2,000.00

➤ **2) ASBESTOS ABATEMENT SPECIFICATION (SHORT SPEC) & BIDDING PROCESS**

Develop Abatement Work Scopes with Bid Documents	\$ 2,150.00
Conduct Onsite Walkthrough w/Prospective Bidders	\$ 350.00
Lump Sum Total:	\$ 2,500.00

➤ **3) ASBESTOS ABATEMENT MONITORING & MGMT SERVICES**

Project Monitor "Weekday" Labor (1 Tech, 7 Shifts @ \$460/shift)	\$ 3,220.00
24-hr. TAT "Back/Prep/Handling" PCM Air Sample Analysis (72 @ \$17/each)	\$ 1,224.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (12 @ \$21/each)	\$ 252.00
Travel and Misc. Materials	\$ 300.00
Estimated Total:	\$ 4,996.00

Estimated Project Total: \$ 9,496.00

NOTES:

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

ACCEPTANCE OF PROPOSAL #P23-8490

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

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

City of Newburgh – Authorized Representative:

By _____

Signature

Print Name & Title

Date

RESOLUTION NO.: 122 - 2023

OF

JULY 10, 2023

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH GIANFIA CORPORATION FOR THE CONSTRUCTION OF
THE WALSH ROAD OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223620/PIN#8761.40) IN AN AMOUNT NOT TO EXCEED \$5,215,355.82

WHEREAS, the City of Newburgh duly re-advertised for bids in connection with the Walsh Road over the Quassaick Creek Bridge Replacement Project (the "Project") (BIN#2223620/PIN#8761.40); and

WHEREAS, seven (7) bids were duly received and opened and Gianfia Corporation is the most responsible low bidder; and

WHEREAS, funding in the amount of \$1,862,000 will be derived from a Federal Aid Local Project Agreement with NYSDOT, the required 20% local match in the amount of \$465,000 will be derived from the 2016 BAN (H1.5110.0208.8102.2016) and the NYSDOT Touring Route Funds (A.5680.0206), and the balance in the amount of \$2,888,355.82 shall be derived from the NYSDOT Touring Route Funds (A.5680.0206);

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Walsh Road over the Quassaick Creek Bridge Replacement Project (the "Project") (BIN#2223620/PIN#8761.40) for the City of Newburgh be and it hereby is awarded to Gianfia Corporation in an amount not to exceed \$5,215,355.82; and

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

122-23

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #1.23: PIN 8761.40 - Replacement of Walsh Road Bridge
over the Quassaick Creek (BIN 2223620)

Bid Opening: Wednesday, May 31, 2023 at 11:00 a.m., (local time)

Gianfia Corp.	\$5,215,355.82
Transit Construction Corp.	\$5,730,000.00
OCS Industries, Inc.	\$5,921,480.87
Colonnelli Bros., Inc.	\$6,150,000.00
Villa Construction, Inc.	\$6,544,000.00
Michels Construction, Inc.	\$6,580,138.50
McNamee Construction Corp.	\$7,474,000.00

NOTICE TO BIDDERS

INVITATION FOR BIDS

Bid #1.23: PIN 8761.40 – Replacement of Walsh Road Bridge over the Quassaick Creek (BIN 2223620)

City of Newburgh, Orange County

Sealed Bids for the furnishing of all labor and material necessary for the Replacement of Walsh Road Bridge over the Quassaick Creek Project will be received by the City of Newburgh Comptroller's Office until **11:00 a.m. (local time) Wednesday, May 17, 2023** at City Hall, City of Newburgh, 83 Broadway - 4th floor, Newburgh, New York, 12550 at which time they will be publicly opened and read aloud. All Bids must be submitted in sealed envelopes clearly marked **"BID for WALSH ROAD BRIDGE REPLACEMENT - PIN 8761.40"**.

The Work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: The Walsh Road (BIN 2223620) Bridge Replacement involves the complete replacement of the bridge that carries Walsh Road over the Quassaick Creek. The project is located in the City of Newburgh, Orange County, NY. Work includes the removal of the steel multi girder system supporting a reinforced concrete deck and the abutments which consist of original stone masonry encased in concrete then replacing them with a precast structure. Temporary waterway diversion and dewatering measures, replacing approach roadway pavement and appurtenances, and restoring disturbed areas within the project limits are also included. The project is being progressed by the City of Newburgh with oversight from the NYSDOT Local Projects Unit.

Complete sets of drawings, specifications and bid forms, becoming available to the public on **Thursday, April 13, 2023** may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. The solicitation notice will also be posted in the New York State Contract Reporter. Bids will only be accepted from those vendors having downloaded all Bid Documents from the Empire State Purchasing Group website which are then considered and listed as an Official Plan Holder.

A Pre-Bid Site Visit Meeting will be conducted on **Tuesday, April 25, 2023** at 10:00 a.m. at the project site.

The lowest qualified Bidder meeting the requirements of the Bid Documents will be awarded the Bid. The City of Newburgh reserves the right to reject any or all Bids or portions of the proposal, to waive any and all informalities or technicality in the bidding documents, the right to disregard all nonconforming, non-responsive or conditional bids, and the right to re-advertise for same should it be in the best interests of the City of Newburgh.

All Bids must be made on the official Bid Form provided or an exact copy by reproduction thereof and enclosed in a sealed envelope. **All Bids must be in original form and signed in blue ink, except for a Notary Public.** Photocopies will not be accepted and will result in a rejection of the Bid.

Each proposal shall be accompanied by a Bid Security in the amount of five percent (5%) of the gross amount of the Bid payable to the City of Newburgh as a guarantee that if the Bid is accepted, the Bidder will enter into a Contract with the City of Newburgh. No Bidder may withdraw his or her Bid within forty-five (45) days after the actual date of opening therefore.

If your Bid is accepted, the undersigned agrees to enter into the Contract in the form contained in the Contract Documents within **TEN (10) DAYS** of the Conditional Notification of Award date. The Successful Bidder shall finish the Work by the Completion Date indicated therein (**490 calendar days from receiving the Notice to Proceed**). In addition, the Successful Bidder shall provide Faithful Performance and Payment Bonds from an acceptable Surety Company, each equal to 100% of the Contract amount, to guarantee the Bidder will complete the items bid upon in accordance with the specifications and under the terms of the Bid Documents. The Successful Bidder shall provide all required insurance coverage as per NYSDOT Standard Specification Section 107-06.B including, but not limited to: Comprehensive General Liability including broad form contractual liability with bodily injury including wrongful death and property damage; Auto Insurance with bodily injury including wrongful death and property damage, all with the City of Newburgh, NYSDOT and FHWA named as an additional insured; New York State Workers' Compensation and New York State Disability Insurance coverage for their employees or, provide satisfactory proof that they are statutorily exempt from the requirement to have same. Proof of this coverage is no longer acceptable on the Insurance Industry's "ACORD" form.

This is a Locally Administered Federal Aid Project (LAFAP) and must comply with the Procedures for Locally Administered Federal Aid Projects as outlined in the NYSDOT Local Projects Manual (LPM). The project contains Affirmative Action Goals and reporting requirements. NYSDOT Standard Specifications must be followed on a Federal Aid project. This project is subject to the provisions of Section 103 of the General Municipal Law and subsequent amendments, and all Federal requirements. This contract must be constructed in accordance with NYSDOT Standard Specifications, Construction and Materials, officially finalized and adopted on January 1, 2023 as posted on the New York State Department of Transportation's website.

This project is subject to New York State Department of Labor Prevailing Wage rates and Federal Davis-Bacon Labor rates. The higher rates shall apply. Where state, local and federal requirements may differ, the federal requirements prevail.

PIN 8761.40 is a Federally-Aided project for which there is an 10% Disadvantaged Business Enterprise (DBE) goal. There are no M/WBE provisions in this contract. Equal Employment Opportunity (EEO) goals are 6.9% for women and 17% for minorities. There are no residential or geographical restrictions or requirements associated with this project.

The New York State Department of Transportation utilizes a web-based civil rights reporting system called EBO (Equitable Business Opportunities). The Contractor is required to utilize this reporting software in accordance with Section 15.4.8 of the NYSDOT Procedures for Locally Administered Federal Aid Projects.

Upon selection, for all contracts that equal or exceed \$100,000, the low bidder and all subcontractors will be required to submit to the State a Vendor Responsibility *For-Profit Construction Questionnaire* (CCA-2). Contractors and subcontractors **MUST** have an approved CCA-2 on file with NYSDOT prior to the letting of the project. The questionnaire can be found online at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm. The prime contractor and subcontractors will also be required to use NYSDOT Civil Rights Reporting Software, "Equitable Business Opportunity Solution (EBO)". Access to EBO can be found at: <https://www.dot.ny.gov/dotapp/ebo>.

Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Bidders must acknowledge receipt of all Addenda by signing and dating the line for each Addendum as indicated on the Bid Form. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this request for bids. All Addenda so issued shall become part of the Contract Documents.

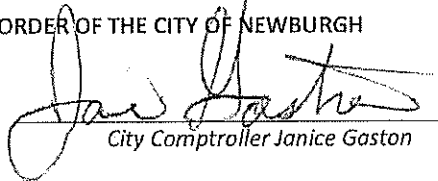
Bidders are required to execute the Non-Collusive Bidding Certificate included in the Bid Documents pursuant to Section 103-d of the General Municipal Law of the State of New York. Bidders are required to submit the Disclosure of Lobbying Activities Form also included in the Bid Documents.

Any inquiries regarding the contract plans and/or specifications must be directed, in writing, to both the Consultant Project Engineer Nicole Shute, PE at Nicole.Shute@wsp.com and Owner/Engineer Jason Morris, PE at jmorris@cityofnewburgh-ny.gov.

Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

OWNER:	Engineer:	CONSULTANT:	Contact:
City of Newburgh	Jason C. Morris, P.E.	WSP USA	Nicole C. Shute, P.E.
83 Broadway	Commissioner of Public Works & Engineer	500 Summit Lake Drive Suite 450	Project Manager
Newburgh, NY 12550	(845) 569-7448	Valhalla, NY 10595	nicole.shute@wsp.com (914) 449-9095

BY ORDER OF THE CITY OF NEWBURGH

By: 
City Comptroller Janice Gaston

Dated: Wednesday, April 12, 2023

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.



179 Brady Avenue
Hawthorne, NY 10532

Tel. 914.358.4601
Fax 914.358.4603

Sealed Bid

*REV
5/31/2023
10:27
A.M.*

Project: Replacement of Walsh Road Bridge over Quassaick Creek
(PIN 8761.40)

Time: 11:00 AM

Bid Date: May 31th, 2023

Location: City of Newburgh
CITY HALL
83 Broadway - 4th Floor
NEWBURGH, NY 12550

BIDDER INFORMATION SHEET

NAME OF BIDDER: * Gianfia Corp

ADDRESS: 179 Brady Ave Hawthorne, NY 10532

PHONE NUMBER: 914-358-4601

EMAIL ADDRESS: rruggiero@gianfiacorp.com FEDERAL I.D. NO.: 26-1730112

TYPE OF ENTITY: CORPORATION X PARTNERSHIP _____ INDIVIDUAL _____

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: Gianfia Corp

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

Raffaele Ruggiero - Sole Officer/President

LIST OF OFFICERS: Raffaele Ruggiero - Sole Officer/President

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: 01/10/2008

IF A PARTNERSHIP:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.

BID FORM

PROJECT IDENTIFICATION: Bid # 1.23 for PIN 8761.40
Walsh Road over Quassaick Creek (BIN 2223620) Bridge
Replacement

CONTRACT IDENTIFICATION: PIN 8761.40

THIS BID IS SUBMITTED TO: Janice Gaston, City Comptroller
Newburgh City Hall
83 Broadway – 4th Floor
Newburgh, NY 12550

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum #1 - 05/09/2023

Addendum #2 - 05/19/2023

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

BID FORM

- d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents
 - e. BIDDER has correlate the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
 - f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - h. BIDDER and/or each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.
4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

Five million two hundred fifteen thousand three (use words) (\$ 5,215,355⁸²) (figures)
HUNDRED FIFTY FIVE DOLLARS AND EIGHTY TWO CENTS

Unit Prices have been computed in accordance with Bid Summary Forms.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BID FORM

5. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:
All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

Jason Morris, P.E.
Commissioner of Public Works & Engineer
Newburgh City Hall
83 Broadway – 1st Floor
Newburgh, NY 12550

8. Terms used in this Bid which are defined in the NYSDOT Standard Specifications or instructions to Bidders will have the meanings indicated in the Specifications or Instructions.

DATED May 31st, 2023

Gianfia Corp

Legal Name of Person, Firm or Corporation

(Seal of Corporation)

179 Brady Ave Hawthorne, NY 10532

Business Address of Person, Firm or Corporation

By

Signature

President

Title

**BID SHEET FOR THE
PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSACK CREEK (BIN 223620)
CITY OF NEWBURGH, ORANGE COUNTY, NY**

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Total Price (in Words) (Est. Quantity x Unit Price)	Total Price (in Numbers) (Est. Quantity x Unit Price)
201.06	CLEARING AND GRUBBING	1	LS	Twenty Thousand Dollars and No Cents	\$ 20,000.00	Twenty Thousand Dollars and No Cents	\$ 20,000.00
202.120001	REMOVE EXISTING SUPERSTRUCTURES	1	LS	Forty Five Thousand Dollars and No Cents	\$ 45,000.00	Forty Five Thousand Dollars and No Cents	\$ 45,000.00
202.19	REMOVAL OF SUBSTRUCTURE	400	CY	One Hundred Seventy Five Dollars and No Cents	\$ 175.00	Seventy Thousand Dollars and No Cents	\$ 70,000.00
203.03	UNCLASSIFIED EXCAVATION & DISPOSAL	400	CY	One Hundred Fifty Dollars and No Cents	\$ 150.00	Sixty Thousand Dollars and No Cents	\$ 60,000.00
203.03	EMBANKMENT IN PLACE	490	CY	One Hundred Dollars and No Cents	\$ 100.00	Forty Nine Thousand Dollars and No Cents	\$ 49,000.00
203.07	SELECT GRANULAR FILL	30	CY	Thirty Three Dollars and No Cents	\$ 33.00	Nine Hundred Ninety Dollars and No Cents	\$ 990.00
203.21	SELECT STRUCTURAL FILL	560	CY	Seventy Five Dollars and No Cents	\$ 75.00	Forty Two Thousand Dollars and No Cents	\$ 42,000.00
206.01	STRUCTURE EXCAVATION	1,490	CY	Sixty Eight Dollars and No Cents	\$ 68.00	One Hundred One Thousand Three Hundred Twenty Dollars and No Cents	\$ 101,320.00
206.0201	TRENCH AND CULVERT EXCAVATION	80	CY	Two Hundred Dollars and No Cents	\$ 200.00	Sixteen Thousand Dollars and No Cents	\$ 16,000.00
206.05	TEST PIT EXCAVATION	4	EA	Three Thousand Five Hundred Dollars and No Cents	\$ 3,500.00	Fourteen Thousand Dollars and No Cents	\$ 14,000.00
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	234	SY	Ten Dollars and No Cents	\$ 10.00	Two Thousand Three Hundred Forty Dollars and No Cents	\$ 2,340.00
209.11000001	GEOTEXTILE FABRIC SEDIMENT COLLECTION BAG	2	EA	Two Hundred Fifty Dollars and No Cents	\$ 250.00	Five Hundred Dollars and No Cents	\$ 500.00
209.13	SILT FENCE - TEMPORARY	140	LF	Fifteen Dollars and No Cents	\$ 15.00	Two Thousand One Hundred Dollars and No Cents	\$ 2,100.00

BID SHEET FOR THE
PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSACK CREEK (BIN 223620)
CITY OF NEWBURGH, ORANGE COUNTY, NY

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Total Price (in Words)(Est. Quantity x Unit Price)	Total Price (in Numbers) (Est. Quantity x Unit Price)
209.160105	PIPE SLOPE DRAIN - TEMPORARY	1	EA	Nine Thousand Two Hundred Fifty Dollars and No Cents	\$ 9,250.00	Nine Thousand Two Hundred Fifty Dollars and No Cents	\$ 9,250.00
210.3113	REMOVAL AND DISPOSAL OF UNDERGROUND PIPE ACM (BV14)	1	LS	Five Thousand Dollars and No Cents	\$ 5,000.00	Five Thousand Dollars and No Cents	\$ 5,000.00
210.3413	REMOVAL AND DISPOSAL OF CAULKING ACM (BV14)	1	LS	One Thousand Dollars and No Cents	\$ 1,000.00	One Thousand Dollars and No Cents	\$ 1,000.00
304.1100008	SUBBASE COURSE (MODIFIED)	240	CY	One Hundred Dollars and No Cents	\$ 100.00	Twenty Four Thousand Dollars and No Cents	\$ 24,000.00
404.128101	12.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	73	TON	Two Hundred Twenty Three Dollars and Twenty Four Cents	\$ 223.24	Sixteen Thousand Two Hundred Ninety Six Dollars and Fifty Two Cents	\$ 16,296.52
404.198901	19 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	98	TON	One Hundred Eighty Dollars and Seven Cents	\$ 180.07	Seventeen Thousand Six Hundred Forty Six Dollars and Eighty Six Cents	\$ 17,646.86
404.378901	37 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION	244	TON	One Hundred Fifty Three Dollars and Forty Two Cents	\$ 153.42	Thirty Seven Thousand Four Hundred Thirty Four Dollars and Forty Eight Cents	\$ 37,434.48
407.0103	STRAIGHT TACK COAT	65	GAL	Nineteen Dollars and Thirty Four Cents	\$ 19.34	One Thousand Two Hundred Fifty Seven Dollars and Ten Cents	\$ 1,257.10
551.30	MICROPILES (CONTRACTOR DESIGN)	69	EA	Seventeen Thousand Thirty Five Dollars and Sixty Two Cents	\$ 17,035.62	One Million One Hundred Seventy Five Thousand Four Hundred Fifty Seven Dollars and Seventy Eight Cents	\$ 1,176,457.78
551.34	FURNISHING EQUIPMENT FOR INSTALLING MICROPILES	1	LS	Fifty Eight Thousand Nine Hundred Seventeen Dollars and Three Cents	\$ 58,917.03	Fifty Eight Thousand Nine Hundred Seventeen Dollars and Three Cents	\$ 58,917.03
551.35	STATIC PILE LOAD TESTING	1	LS	Ninety Seven Thousand Eight Hundred Ten Dollars and Sixty Five Cents	\$ 97,810.65	Ninety Seven Thousand Eight Hundred Ten Dollars and Sixty Five Cents	\$ 97,810.65
552.2001	HOLES IN EARTH FOR SOLDIER PILE AND LAGGING WALL	920	LF	Three Hundred Eighty Three Dollars and Seventeen Cents	\$ 383.17	Three Hundred Fifty Two Thousand Five Hundred Sixteen Dollars and Forty Cents	\$ 352,516.40

BID SHEET FOR THE

PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSACK CREEK (BIN 223620)

CITY OF NEWBURGH, ORANGE COUNTY, NY

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Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
552.2201	SOLDIER PILES FOR SOLDIER PILE AND LAGGING WALL	920	LF	Six Hundred Fifty Dollars and No Cents	\$ 650.00	Five Hundred Ninety Eight Thousand Dollars and No Cents	\$ 598,000.00
552.230201	UNTREATED WOOD LAGGING FOR SOLDIER PILE AND LAGGING WALL	1,725	SF	Forty Five Dollars and No Cents	\$ 45.00	Seventy Seven Thousand Six Hundred Twenty Five Dollars and No Cents	\$ 77,825.00
553.020001	COFFERDAMS (TYPE 2)	2	EA	Seventy Eight Thousand Dollars and No Cents	\$ 78,000.00	One Hundred Fifty Six Thousand Dollars and No Cents	\$ 156,000.00
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	1	EA	One Hundred Thousand Dollars and No Cents	\$ 100,000.00	One Hundred Thousand Dollars and No Cents	\$ 100,000.00
555.08	FOOTING CONCRETE, CLASS HP	180	CY	Seven Hundred Dollars and No Cents	\$ 700.00	One Hundred Twenty Six Thousand Dollars and No Cents	\$ 126,000.00
555.09	CONCRETE FOR STRUCTURES, CLASS HP	70	CY	Two Thousand Dollars and No Cents	\$ 2,000.00	One Hundred Forty Thousand Dollars and No Cents	\$ 140,000.00
556.0202	EPOXY COATED BAR REINFORCEMENT FOR STRUCTURES	41,680	LB	Two Dollars and Fifty Cents	\$ 2.50	One Hundred Four Thousand Two Hundred Dollars and No Cents	\$ 104,200.00
560.13060108	REMOVE AND RESET EXISTING STONE MASONRY	25	SF	Seven Hundred Fifty Dollars and No Cents	\$ 750.00	Eighteen Thousand Seven Hundred Fifty Dollars and No Cents	\$ 18,750.00
562.0101	REINFORCED CONCRETE SPAN UNITS	170	SY	Three Thousand Six Hundred Ninety Five Dollars and No Cents	\$ 3,695.00	Six Hundred Twenty Eight Thousand One Hundred Fifty Dollars and No Cents	\$ 628,150.00
564.0501	STRUCTURAL STEEL TYPE 1	1	LS	Ten Thousand Dollars and No Cents	\$ 10,000.00	Ten Thousand Dollars and No Cents	\$ 10,000.00
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	80	LF	Four Hundred Ten Dollars and No Cents	\$ 410.00	Thirty Two Thousand Eight Hundred Dollars and No Cents	\$ 32,800.00
568.70	TRANSITION BRIDGE RAIL	130	LF	Two Hundred Twenty Seven Dollars and Seventy Five Cents	\$ 227.75	Twenty Nine Thousand Six Hundred Seven Dollars and Fifty Cents	\$ 29,607.50

**BID SHEET FOR THE
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CITY OF NEWBURGH, ORANGE COUNTY, NY**

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
571.03	DISPOSAL OF HAZARDOUS PAINT WASTE CONTAINING LEAD	270	LB	One Dollar and No Cents	\$ 1.00	Two Hundred Seventy Dollars and No Cents	\$ 270.00
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	610	SF	Ten Dollars and No Cents	\$ 10.00	Six Thousand One Hundred Dollars and No Cents	\$ 6,100.00
603.6001	REINFORCED CONCRETE PIPE CLASS III, 12 INCH DIAMETER	25	LF	Sixty Four Dollars and No Cents	\$ 64.00	One Thousand Six Hundred Dollars and No Cents	\$ 1,600.00
603.6005	REINFORCED CONCRETE PIPE CLASS III, 24 INCH DIAMETER	38	LF	Seventy Four Dollars and No Cents	\$ 74.00	Two Thousand Eight Hundred Twelve Dollars and No Cents	\$ 2,812.00
603.7301	REINFORCED CONCRETE PIPE END SECTIONS 12 INCH DIAMETER	1	EA	One Thousand Eight Hundred Dollars and No Cents	\$ 1,800.00	One Thousand Eight Hundred Dollars and No Cents	\$ 1,800.00
604.301873	RECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME	12	LF	One Thousand One Hundred Seventy Five Dollars and No Cents	\$ 1,175.00	Fourteen Thousand One Hundred Dollars and No Cents	\$ 14,100.00
604.4072	ROUND PRECAST MANHOLE	8	LF	One Thousand Three Hundred Sixty Five Dollars and No Cents	\$ 1,365.00	Ten Thousand Nine Hundred Twenty Dollars and No Cents	\$ 10,920.00
606.10	BOX BEAM GUIDE RAIL	100	LF	Sixty Four Dollars and Twenty Five Cents	\$ 64.25	Six Thousand Four Hundred Twenty Five Dollars and No Cents	\$ 6,425.00
606.120101	BOX BEAM END PIECE	3	EA	Seven Hundred Sixty Five Dollars and No Cents	\$ 765.00	Two Thousand Two Hundred Ninety Five Dollars and No Cents	\$ 2,295.00
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	200	LF	Twenty Five Dollars and No Cents	\$ 25.00	Five Thousand Dollars and No Cents	\$ 5,000.00
606.8101	GUIDE RAIL TRANSITION WEAK POST CORRUGATED BEAM TO BOX BEAM	1	EA	Nine Thousand Two Hundred Seventy Five Dollars and No Cents	\$ 9,275.00	Nine Thousand Two Hundred Seventy Five Dollars and No Cents	\$ 9,275.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	4	CY	One Thousand One Hundred Ninety Five Dollars and No Cents	\$ 1,195.00	Four Thousand Seven Hundred Eighty Dollars and No Cents	\$ 4,780.00

**BID SHEET FOR THE
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CITY OF NEWBURGH, ORANGE COUNTY, NY**

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608.01051409	CURB RAMP TYPE 14	2	EA	One Thousand Four Hundred Forty Five Dollars and No Cents	\$ 1,445.00	Two Thousand Eight Hundred Ninety Dollars and No Cents	\$ 2,890.00
609.0212	STONE CURB NEAR VERTICAL FACE	40	LF	Two Hundred Ninety Dollars and No Cents	\$ 290.00	Eleven Thousand Six Hundred Dollars and No Cents	\$ 11,600.00
610.1402	TOPSOIL - ROADSIDE	70	CY	One Hundred Ten Dollars and No Cents	\$ 110.00	Seven Thousand Seven Hundred Dollars and No Cents	\$ 7,700.00
610.1601	TURF ESTABLISHMENT - ROADSIDE	400	SY	Ten Dollars and No Cents	\$ 10.00	Four Thousand Dollars and No Cents	\$ 4,000.00
614.060202	TREE REMOVAL OVER 6" TO 12" DIAMETER BREAST HEIGHT - STUMPS CUT FLUSH	1	EA	Eight Hundred Dollars and No Cents	\$ 800.00	Eight Hundred Dollars and No Cents	\$ 800.00
610.060302	TREE REMOVAL OVER 12" TO 18" DIAMETER BREAST HEIGHT - STUMPS CUT FLUSH	2	EA	One Thousand Two Hundred Dollars and No Cents	\$ 1,200.00	Two Thousand Four Hundred Dollars and No Cents	\$ 2,400.00
614.060402	TREE REMOVAL OVER 18" TO 24" DIAMETER BREAST HEIGHT - STUMPS CUT FLUSH	2	EA	One Thousand Six Hundred Dollars and No Cents	\$ 1,600.00	Three Thousand Two Hundred Dollars and No Cents	\$ 3,200.00
615.01010108	MATERIAL FOR STREAMBED ESTABLISHMENT	50	CY	One Hundred Fifty Dollars and No Cents	\$ 150.00	Seven Thousand Five Hundred Dollars and No Cents	\$ 7,500.00
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS	Seventy Thousand Dollars and No Cents	\$ 70,000.00	Seventy Thousand Dollars and No Cents	\$ 70,000.00
619.04	TYPE III CONSTRUCTION BARRICADES	6	EA	Three Hundred Dollars and No Cents	\$ 300.00	One Thousand Eight Hundred Dollars and No Cents	\$ 1,800.00
619.080102	REMOVE PAVEMENT MARKING STRIPES, EPOXY PAINT	165	LF	One Dollar and Fifty Cents	\$ 1.50	Two Hundred Forty Seven Dollars and Fifty Cents	\$ 247.50

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619.110511	PORTABLE, VARIABLE MESSAGE SIGN STD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPEC, NO CELLULAR COM REQ	2	EA	Twenty Thousand Dollars and No Cents	\$ 20,000.00	Forty Thousand Dollars and No Cents	\$ 40,000.00
619.1711	TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING REQUIRED)	25	LF	Four Hundred Eighty Dollars and No Cents	\$ 480.00	Twelve Thousand Dollars and No Cents	\$ 12,000.00
619.1719	WARNING LIGHTS ON TEMPORARY BARRIERS	4	EA	One Hundred Dollars and No Cents	\$ 100.00	Four Hundred Dollars and No Cents	\$ 400.00
620.03	STONE FILLING (LIGHT)	2	CY	One Hundred Fifteen Dollars and No Cents	\$ 115.00	Two Hundred Thirty Dollars and No Cents	\$ 230.00
620.04	STONE FILLING (MEDIUM)	140	CY	One Hundred Forty Dollars and No Cents	\$ 140.00	Nineteen Thousand Six Hundred Dollars and No Cents	\$ 19,600.00
625.01	SURVEY OPERATIONS	1	LS	Sixty Seven Thousand Five Hundred Dollars and No Cents	\$ 67,500.00	Sixty Seven Thousand Five Hundred Dollars and No Cents	\$ 67,500.00
625.09010015	SUBSURFACE SURVEY	1	LS	Ten Thousand Five Hundred Dollars and No Cents	\$ 10,500.00	Ten Thousand Five Hundred Dollars and No Cents	\$ 10,500.00
627.50140008	CUTTING PAVEMENT	50	LF	Nine Dollars and No Cents	\$ 9.00	Four Hundred Fifty Dollars and No Cents	\$ 450.00
637.11	ENGINEERS FIELD OFFICE - TYPE 1	8	MONTH	Eight Thousand Dollars and No Cents	\$ 8,000.00	Sixty Four Thousand Dollars and No Cents	\$ 64,000.00
637.34	OFFICE TECHNOLOGY SUPPLIES	2,500	DC	One Dollar and No Cents	\$ 1.00	Two Thousand Five Hundred Dollars and No Cents	\$ 2,500.00
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF WITH Z BARS	13	SF	Fifty Four Dollars and No Cents	\$ 54.00	Six Hundred Seventy Five Dollars and No Cents	\$ 675.00
645.81	TYPE A SIGN POSTS	4	EA	Two Hundred Seventy Five Dollars and No Cents	\$ 275.00	One Thousand One Hundred Dollars and No Cents	\$ 1,100.00

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647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30SF)	1	EA	One Hundred Forty Dollars and No Cents	\$ 140.00	One Hundred Forty Dollars and No Cents	\$ 140.00
655.1003	WELDED FRAME & RECTANGULAR GRATE 3	2	EA	Nine Hundred Dollars and No Cents	\$ 900.00	One Thousand Eight Hundred Dollars and No Cents	\$ 1,800.00
655.1202	MANHOLE FRAME & COVER	1	EA	Eight Hundred Dollars and No Cents	\$ 800.00	Eight Hundred Dollars and No Cents	\$ 800.00
663.0110	DUCTILE IRON CEMENT LINED WATER PIPE, 10"	175	LF	Three Hundred Twenty Five Dollars and No Cents	\$ 325.00	Fifty Six Thousand Eight Hundred Seventy Five Dollars and No Cents	\$ 56,875.00
664.0510	BRIDGE MOUNTED WATER PIPE	50	LF	One Thousand One Hundred Dollars and No Cents	\$ 1,100.00	Fifty Five Thousand Dollars and No Cents	\$ 55,000.00
663.10070007	WATER METERS AND REMOTE READ SYSTEM	1	LS	Seventy Thousand Dollars and No Cents	\$ 70,000.00	Seventy Thousand Dollars and No Cents	\$ 70,000.00
663.1006	RESILIENT WEDGE VALVE AND VALVE BOX 6"	1	EA	Two Thousand Two Hundred Fifty Dollars and No Cents	\$ 2,250.00	Two Thousand Two Hundred Fifty Dollars and No Cents	\$ 2,250.00
664.1010	RESILIENT WEDGE VALVE AND VALVE BOX 10"	5	EA	Four Thousand Eight Hundred Forty Dollars and No Cents	\$ 4,840.00	Twenty Four Thousand Two Hundred Dollars and No Cents	\$ 24,200.00
663.1301	HYDRANT	1	EA	Eleven Thousand Dollars and No Cents	\$ 11,000.00	Eleven Thousand Dollars and No Cents	\$ 11,000.00
664.1810	BOLTED SLEEVE TYPE COUPLING, 10"	1	EA	Two Thousand Dollars and No Cents	\$ 2,000.00	Two Thousand Dollars and No Cents	\$ 2,000.00
663.2002	IRON WATER MAIN FITTINGS (10" TO 16")	336	LB	Twenty Five Dollars and No Cents	\$ 25.00	Eight Thousand Four Hundred Dollars and No Cents	\$ 8,400.00
663.2701	WATER METER PIT, TYPE A	1	EA	Forty Thousand Dollars and No Cents	\$ 40,000.00	Forty Thousand Dollars and No Cents	\$ 40,000.00

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685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	470	LF	Four Dollars and Ninety Five Cents	\$ 4.95	Two Thousand Three Hundred Twenty Six Dollars and Fifty Cents	\$ 2,326.50
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	290	LF	Four Dollars and Ninety Five Cents	\$ 4.95	One Thousand Four Hundred Thirty Five Dollars and Fifty Cents	\$ 1,435.50
688.04	ASPHALT PRICE ADJUSTMENT	520	DC	One Dollar and No Cents	\$ 1.00	Five Hundred Twenty Dollars and No Cents	\$ 520.00
688.05	FUEL PRICE ADJUSTMENT	570	DC	One Dollar and No Cents	\$ 1.00	Five Hundred Seventy Dollars and No Cents	\$ 570.00
688.06	STEEL/IRON PRICE ADJUSTMENT	100	DC	One Dollar and No Cents	\$ 1.00	One Hundred Dollars and No Cents	\$ 100.00
					SUB-TOTAL	Four Million Nine Hundred Fourteen Thousand Eight Hundred Fifty Five Dollars and Eighty Two Cents	\$ 4,914,855.82
687.03	FIELD CHANGE PAYMENT	110.500	DC	One Dollar and No Cents	\$ 1.00	One Hundred Ten Thousand Five Hundred Dollars and No Cents	\$ 110,500.00
699.04001	MOBILIZATION (4%)	1	LS	One Hundred Ninety Thousand Dollars and No Cents	\$ 190,000.00	One Hundred Ninety Thousand Dollars and No Cents	\$ 190,000.00
					TOTAL	Five Million Two Hundred Fifteen Thousand Three Hundred Fifty Five Dollars and Eighty Two Cents	\$ 5,215,355.82

Acknowledgment of Receipt of Addenda

The undersigned acknowledges receipt of the following addenda to the bidding document (if none, state "NONE"):

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT
SENT TO THE CITY OF NEWBURGH SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Addendum No. 1 Dated 05/09/2023

Addendum No. 2 Dated 05/19/2023

Addendum No. _____ Dated _____

Gianfia Corp

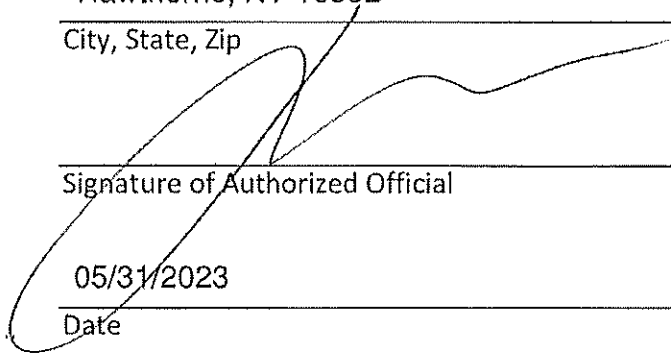
Name of Bidder

179 Brady Ave

Street Address

Hawthorne, NY 10532

City, State, Zip



Signature of Authorized Official

05/31/2023

Date

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

N/A

(NAME OF CORPORATION)

"Resolved that _____,
(Person Authorized to Sign) (Title)

of _____ is authorized to sign and submit a Bid for this
(Name of Corporation)

corporation for the following project:

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the _____ day of _____ 20____

By _____

Title _____

(SEAL)

The above form must be completed if the Bidder is a corporation

**DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE (D/M/WBE)
UTILIZATION GOALS**

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization Requirements refer to §102-22 of the Standard Specifications. For clarification of Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) Utilization Requirements refer to §102-22 of the Standard Specifications.

Disadvantaged Business Enterprise Utilization Goal 10 % (Federal-Aid Only)

Minority Business Enterprise (MBE) Utilization Goal 0 % (Non Federal-Aid Only)

Women's Business Enterprise (WBE) Utilization Goal 0 % (Non Federal-Aid Only)

Directories and/or information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation
Office of Equal Opportunity Development and Compliance
1220 Washington Avenue
Albany, NY 12232-0444
(518) 457-1129
www.dot.state.ny.us/oeodc/menu.html

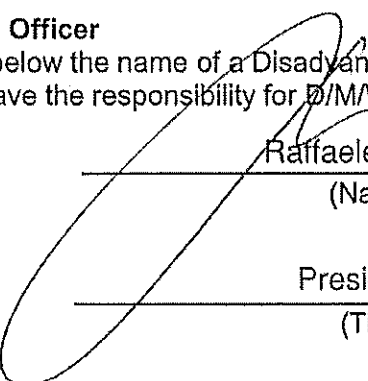
Directories and/or information related to the current certification status of Minority and Women's Business Enterprises, can be obtained by contacting the:

Empire State Development Corporation
Office of Minority and Women's Business Development
30 S. Pearl Street
Albany, NY 12245
(518) 292-5250
[www.nylovesbiz.com/Small and Growing Businesses/mwbe.asp](http://www.nylovesbiz.com/Small_and_Growing_Businesses/mwbe.asp) or:
www.empire.state.ny.us

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer:


Raffaele Ruggiero

(Name)

President

(Title)

Telephone Number:

914-358-4601

RETURN THIS PAGE WITH BID

Federal DBE Commitment and GFE Bid Requirements

Letting Date: 05/31/2023

Proposer Name Gianfia Corp

Address: 179 Brady Ave Hawthorne, NY 10532

PIN 8761.40
Contract # 1.23
DBE Goal 10 % as Stated in the Advertisement

We hereby submit a DBE commitment of 8.68 % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
<u>EMI GUIDE RAIL</u> Address:	<u>Construction</u>	<u>GR & SIGNS</u>	<u>100</u>	<u>\$2,500</u>	<u>\$2,500</u>
<u>E GILL REBAR</u> Address:	<u>Construction</u>	<u>F & I REBAR</u>	<u>100</u>	<u>72,000</u>	<u>72,000</u>
<u>TRAFFIC LANE LOGS</u> Address:	<u>Supplier</u>	<u>HPT & VMS</u>	<u>60</u>	<u>60,000</u>	<u>36,000</u>
<u>Address: GUYVER</u>	<u>Prof Services</u>	<u>SURVEYING</u>	<u>100</u>	<u>87,000</u>	<u>87,000</u>
<u>Address: TRUCKING</u>	<u>Trucking</u>	<u>TRUCK & DISPOSAL</u>	<u>100</u>	<u>175,000</u>	<u>175,000</u>
<u>Address: GRADING & CURBING</u>	<u>Construction</u>	<u>CURBING</u>	<u>100</u>	<u>10,000</u>	<u>10,000</u>

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

Total Commitment: 452,500

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name: Raffaele Ruggiero

Title: President

Company Federal Tax ID XX-XXXXXXX 26-1730112

CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, and New York General Municipal Law § 103-g, both 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.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Raffaele Ruggiero, being duly sworn, deposes and says that he / she is the
President of Gianfia Corp and neither the

Bidder / Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed _____

SWORN to before me this

31st day of May

20 23

Notary Public: [Signature]

THYAGO DE ALMEIDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6366315
Qualified in Queens County
My Commission Expires 10-30-2025

AFFIDAVIT OF WORKERS' COMPENSATION

State of New York

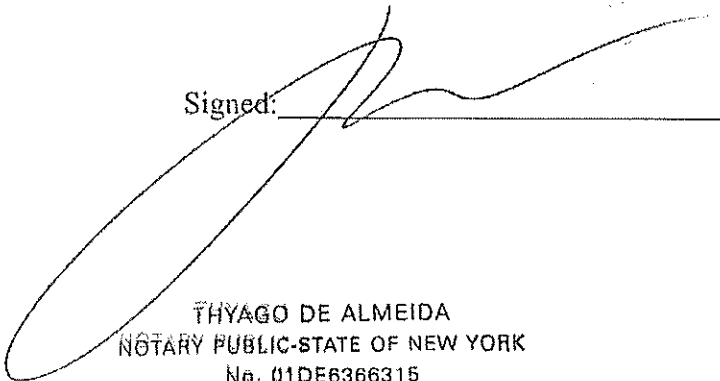
SS:

County of Westchester

Raffaele Ruggiero

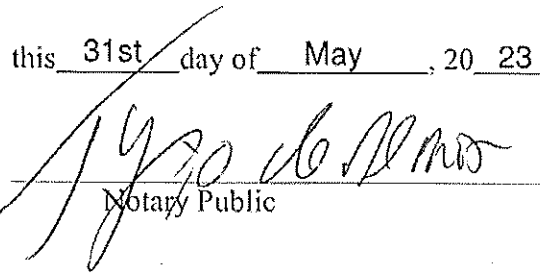
of Gianfia Corp

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

Signed: 

Subscribed and sworn to before me

this 31st day of May, 20 23


Notary Public

THYAGO DE ALMEIDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6366315
Qualified in Queens County
My Commission Expires 10-30-2025

THIS PAGE MUST BE INCLUDED INCLUDED IN EACH BID PROPOSAL

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Gianfia Corp.
179 Brady Avenue, Hawthorne, NY 10532

hereinafter referred to as the "Principal", and Endurance Assurance Corporation
4 Manhattanville Road, Purchase, NY 10577

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEWBURGH, NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of Five Percent of Amount Bid

Dollars (\$ 5%), good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the CITY the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for Replacement of Walsh Road Bridge Over the Quassaick Creek (BIN 2223620) ;
Bid #1.23: PIN 8761.40 ;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the CITY for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the CITY, if the Principal shall:

(a) Within ten (10) days after notification by the CITY, execute the number of multiples provided by the CITY and deliver to the CITY all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the CITY, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the CITY and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Instructions to Bidders, bound herewith and made a part hereof, or if the CITY shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

BID BOND

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to Principal the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the CITY, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the CITY, either a performance bond or payment bond, or both, shall not be required by the CITY on or before the 30th day after the date on which the CITY signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the CITY will receive or open bids, or by an extension of time within which the CITY may accept the Principal's Proposal, or by any waiver by the CITY of any of the requirements of the Instructions to Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 8th day of May, 2023.

(Seal)

Gianfia Corp. (L.S.)

Principal

By:

Raffaele Ruggiero, President

(Seal)

Endurance Assurance Corporation (L.S.)

Surety

By:

Victoria P. Lyons, Attorney-in-Fact

If the Principal is a partnership, the bond should be signed by each of the individuals who are partners.

If the Principal is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

BID BOND

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York

County of Westchester ss:

On this ____ day of ____ May _____, 2023, before me personally came to me known, Raffaele Ruggiero who, being by me duly sworn, did depose and say that he/she is the President of Gianfia Corp.

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

1970 de Almor
Notary

THYAGO DE ALMEIDA
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01DE6366315
 Qualified in Queens County
 My Commission Expires 10-30-2025

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of

County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in _____ and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary

BID BOND

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary

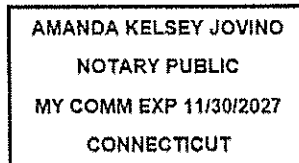
Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

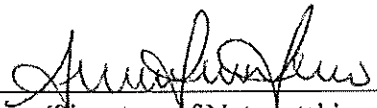
AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.

Surety Acknowledgement

State of Connecticut
County of Hartford

On this 8th day of May in the year 2023, before me personally come(s) Victoria P. Lyons to me know, who, being by me duly sworn, deposes and says that same resides in Farmington, CT that same is the Attorney-in-Fact of the Endurance Assurance Corporation, corporation described in and which executed the foregoing instrument: that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that same signed the name thereto by like order.




(Signature of Notary taking acknowledgment)

Amanda Kelsey Jovino
My comm expires: November 30, 2027



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Kathleen M. Flanagan, Richard A. Loveroni, Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Victoria P. Lyons as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexion Insurance Company

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company

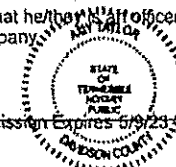
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8th day of May, 2023.

By: *Daniel S. Lene*
Daniel S. Lene, Secretary

NOTICE: U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexionClaimAdministration@sompo-intl.com

Telephone: 615-553-5500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS
As of December 31, 2022

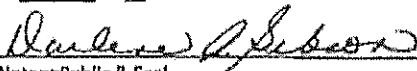
ASSETS:	
Bonds	\$ 7,059,123,973
Stocks	\$ 2,392,618,615
Other Invested Assets	\$ 341,410,213
Cash, Cash Equivalents and Short-Term Investments	\$ 1,094,982,499
Receivable for Securities	\$ 5,040,617
Total Cash and Invested Assets	\$ 10,893,175,916
Agents' Balances or Uncollected Premiums	\$ 3,995,122,766
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 1,021,522,572
Funds Held By or Deposited With Reinsurance Companies	\$ 395,751,229
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 191,852,444
Receivables From Parent, Subsidiaries & Affiliates	\$ 39,365,910
Aggregate Write-Ins for Other Than Invested Assets	\$ 68,569,185
Investment Income Due and Accrued	\$ 39,919,379
Total Admitted Assets	\$ 16,645,279,402
LIABILITIES:	
Losses	\$ 5,067,053,293
Loss Adjustment Expenses	\$ 636,551,682
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 1,648,120,859
Taxes Licenses and Fees	\$ 20,735,383
Current Federal & Foreign Income Taxes	\$ 11,753,591
Unearned Premiums	\$ 2,693,071,589
Advance Premium	\$ 3,969,846
Ceded Reinsurance Premiums Payable	\$ 1,222,920,283
Funds Held Under Reinsurance Treaties	\$ 121,763,218
Commissions Payable, Contingent Commissions and Similar Items	\$ 10,761,501
Amounts Withheld or Retained by Company for Account of Others	\$ 727,804,830
Remittances and Items Not Allocated	\$ 108,020,240
Other Expenses Payable	\$ 32,218,055
Payable to Parents, Subsidiaries and Affiliates	\$ 53,587,180
Payable for Securities	\$ 30,889,634
Provision for Reinsurance	\$ 77,480,646
Other Liabilities	\$ 94,352,512
Total Liabilities	\$ 12,561,054,342
CAPITAL AND SURPLUS:	
Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,669,252
Common Capital Stock	\$ 5,000,000
Surplus Notes	\$ 350,000,000
Gross Paid In and Contributed Surplus	\$ 3,480,137,280
Unassigned Funds (Surplus)	\$ 247,418,528
Total Capital and Surplus	\$ 4,084,225,060
Total Liabilities and Capital and Surplus	\$ 16,645,279,402

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2022 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana, Treasurer

Subscribed and sworn to before me this 15th day of March, 2023:


Notary Public & Seal
DARLENE A. GIBSON

NOTARY PUBLIC-STATE OF NEW YORK
No. 0TG16114191
Qualified in Westchester County
My Commission Expires 08-09-2024

RESOLUTION NO.: 123 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR
THE LONG TERM CONTROL PLAN PHASE IV
NEWBURGH COMBINED SEWER CONTROL FACILITY PROJECT**

WHEREAS, The New York State Clean Water Infrastructure Act (CWIA) of 2017 invests \$3 billion in clean and drinking water infrastructure projects and water quality protection across the state and as part of CWIA, the New York State Environmental Facilities Corporation (EFC) is offering \$225 million in grants for clean and drinking water projects during the 2022-2023 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality, including projects that address combined and/or sanitary sewer overflow impacts from sustained rain events; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019 and Resolution No. 113-2020 of May 28, 2020, the City Council authorized the City Manager to enter into agreements with Arcadis of New York, Inc. for professional engineering services related to the planning, the preparation of preliminary engineering reports, and design and bid documents for Long Term Control Plan Phase II, Phase III and Phase IV projects, including the Newburgh Combined Sewer Control Facility Project (the "Project"); and

WHEREAS, by Resolution No. 189-2021 of August 9, 2021, the City Council designated the Project as a "Type II" Action, as the quoted term is defined in the State Environmental Quality Review Act ("SEQRA") regulations and determining that no further review for SEQRA purposes is required; and

WHEREAS, the City intends to undertake the Project at a total project cost of \$35,531,976.00 with the source of City funding for the Project derived from a 2022 bond authorization; and

WHEREAS, the City was awarded \$17,766,000.00 in Bipartisan Infrastructure Law funding and this Council has determined that undertaking the Project and applying for and accepting if awarded EFC New York State Water Infrastructure Improvement Act grant for the lesser of \$25 million or 25% of the net eligible project costs to offset the remainder of the Project costs that are currently required to be borrowed 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 Newburgh Combined Sewer Control Facility Project is hereby approved at the maximum total project cost in the amount of \$35,531,976.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he hereby is authorized to apply for and accept if awarded New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant for the Newburgh Combined Sewer Control Facility Project for the lesser of \$25 million or 25% of the net eligible project costs; and

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

BE IT FURTHER RESOLVED, by the Newburgh City Council that the sum of \$35,531,976.00 is hereby appropriated from a 2022 Bond authorization.

123-23



**Environmental
Facilities Corporation**

**Department
of Health**

625 Broadway
Albany, New York 12207-2997
(518) 402-6924
NYSWaterGrants@efc.ny.gov
www.efc.ny.gov/WIIA
www.efc.ny.gov/IMG

GRANT SUMMARY

NYS WATER INFRASTRUCTURE IMPROVEMENT (WIIA) & NYS INTERMUNICIPAL WATER INFRASTRUCTURE GRANT (IMG) PROGRAMS

OVERVIEW

The New York State Environmental Facilities Corporation (EFC) is offering \$425 million in grants for clean and drinking water projects during the 2023-2024 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality. EFC and the NYS Department of Health (DOH) will evaluate all applications for projects received by the due date (**5:00 p.m. on Friday July 28, 2023**) based on factors including protection of public health and water quality; median household income; governmental and community support; environmental justice considerations; and the readiness of the project to proceed.

NOTE FOR APPLICANTS INTERESTED IN SRF FINANCING: in order to be listed on the Annual List in the Intended Use Plan and to be eligible for financing in FFY 2024, the applicant must have submitted a listing form, acceptable Engineering Report, and smart growth form by June 16, 2023.

PROGRAM CHANGES:

The following changes have been made for this round of WIIA/IMG grant funding:

- Eligibility criteria for construction dates have been updated.
- Construction start date has been clarified to allow the pre-purchase of equipment prior to the issuance of a Notice to Proceed.
- Eligibility criteria include consideration of a project's impact on a disadvantaged community (DAC) as defined pursuant to the Climate Leadership and Community Protection Act in addition to impact on a Potential Environmental Justice Area.

AVAILABLE FUNDING

WIIA Clean Water Projects

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

- A project, including all phases of the project, may be awarded the lesser of \$25 million or 25% of net eligible project costs (total eligible project costs less any third-party grants awarded in respect of the project).
- Any grants administered through EFC will not be used to calculate net eligible project costs.



Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than a \$5 million allocation per year. If a municipality is awarded grant funds totaling more than \$5 million for a project or projects, the grant(s) will be allocated over multiple years in increments not to exceed \$5 million per year.

If a municipality applies for more than one project during the current round, EFC will prioritize the awards based on the score of the project(s) until all of the projects have received 25% of eligible project costs or the \$5 million cap has been reached. If the award(s) exceed \$5 million, the remaining applications will not be eligible for additional grant in the current round.

WIIA Drinking Water Projects

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

- A project addressing an emerging contaminant (EC) above the current State determined Maximum Contaminant Level (MCL) would be awarded 60% of net eligible project costs with no cap.
- A project that does not address EC above the State MCL, including phases of the project, would be awarded the lesser of \$5 million or 60% of net eligible project costs. Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than \$5 million per year.

Excluding EC projects, municipalities are limited to \$5 million of combined Drinking Water State Revolving Fund (DWSRF) Base grant, DWSRF Bipartisan Infrastructure Law (BIL) General Supplemental grant, and WIIA grants annually.

IMG Clean Water and Drinking Water Projects

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

- The lesser of \$30 million or 40% of net eligible project costs.

Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than a \$10 million allocation per year. If a municipality is awarded grant funds totaling more than \$10 million for a project or projects, the grant(s) will be allocated over multiple years in increments not to exceed \$10 million per year.

ELIGIBILITY REQUIREMENTS

A WIIA grant or IMG grant is available only to a municipality, which is defined to include a county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any



agency of the State that is empowered to construct and operate a water quality infrastructure project.

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works¹ OR municipally-owned public water systems² for:

- Construction, replacement, or repair of infrastructure; or
- Upgrades to comply with environmental and public health laws and regulations related to water quality;
- System upgrades and innovative pilot technologies to combat EC, such as PFOA, PFOS and 1,4 dioxane; and
- System upgrades to repair to address combined and/or sanitary sewer overflow impacts from sustained rain events.

Each WIIA and IMG project must meet the following criteria:

- Result in construction for the requested scope;
- Not be for the construction of water infrastructure that exclusively supports residential or commercial development;
- Must not have issued a Notice to Proceed before October 1, 2022 for construction of the project;
- Not have completed construction before July 28, 2023; and
- Include the applicable EFC terms and conditions in all contracts.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as:
 - More than one municipality undertaking a capital improvement project jointly for the consolidation of infrastructure or services,
 - Consolidation of intermunicipal facilities,
 - Shared water quality infrastructure,
 - Regional wastewater treatment facilities, or
 - The interconnection of multiple municipal water systems.
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities related to financing of the IMG project that describes the proposed project, the role of each municipality, and the costs attributable to each municipality; and
- Designate a "lead municipality" that applies on behalf of all cooperating municipalities.

¹ Sewage treatment works as defined in ECL § 17-1903.

² Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of § 1160 of the Public Health Law.



PROGRAM REQUIREMENTS

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

There are additional program requirements for recipients of WIIA and IMG grants that also utilize SRF financial assistance, including BIL funds, including those related to procurement of Architectural/Engineering (A/E) services American Iron and Steel (AIS), and Davis-Bacon federal prevailing wage requirements.

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

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

Please Note: Projects co-funded with BIL federal grant or loan funds are subject to additional federal programmatic requirements. BIL funds will be administered with SRF funds and additional information and updates on BIL are available on EFC's website at www.efc.ny.gov/BIL.

APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC no later than 5:00 p.m. on **Friday, July 28, 2023**:

- Engineering Report³, including a current project schedule and budget
- Environmental Review Documentation
- SHPO Project Review Determination Letter

³ The Engineering Report for projects must conform to EFC's Engineering Report Outline, available at <http://www.efc.ny.gov/cleanwater> for clean water projects, and <http://www.health.ny.gov/environmental/water/drinking/water.htm> for drinking water projects.



- Bond/Funding Resolution⁴:
 - *Bond Resolution*: If debt will finance any portion of the project, you must submit a bond resolution that includes the total project costs to be financed, including any SRF financing.
 - *Funding Resolution*: If debt will not be issued to finance any portion of the project, you must submit a resolution that authorizes: the undertaking of the project and the total funding appropriated for the project. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents.
- If under construction, executed construction contract(s) including applicable EFC Terms and Conditions.
- If applying for IMG, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities related to the financing and necessary for the project.
- If seeking SRF financing in addition to grant funds, a complete SRF Financing Application.
- If available, district formation documentation for new or expanded districts.

Applications must be submitted using the online Application Form located on EFC's website at www.efc.ny.gov/WIIA or www.efc.ny.gov/IMG. Applications that are submitted without all required information and documentation may be deemed unacceptable and may not be processed.

CONTACT US

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

Máire Cunningham
New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
Phone: (518) 402-6924
E-mail: NYSWaterGrants@efc.ny.gov

⁴ For certain WIIA/IMG Grant Only applications, please note the following: Certain applicants may not have the authority to incur debt on their own and pass a bond resolution but may plan to finance the balance of their project with debt issued by a third-party governing municipality. In such a case, a board resolution from the applicant is required with the initial application which formally requests the governing municipality adopt a bond resolution for the project. The bond resolution from the governing municipality, if not adopted at the time of the application, must be received by EFC no later than 6 months from the date of any WIIA award to the applicant.

RESOLUTION NO.: 183 - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE AMOUNT OF \$10,000,000.00

WHEREAS, The New York State Clean Water Infrastructure Act (CWIA) of 2017 invests \$3 billion in clean and drinking water infrastructure projects and water quality protection across the state and as part of CWIA, the New York State Environmental Facilities Corporation (EFC) is offering \$225 million in grants for clean and drinking water projects during the 2022-2023 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality, including projects that address combined and/or sanitary sewer overflow impacts from sustained rain events; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019 and Resolution No. 113-2020 of May 28, 2020, the City Council authorized the City Manager to enter into agreements with Arcadis of New York, Inc. for professional engineering services related to the planning, the preparation of preliminary engineering reports, and design and bid documents for Long Term Control Plan Phase II, Phase III and Phase IV projects, including the Floatables Control and Disinfection Facility Project (the "Project"); and

WHEREAS, by Resolution No. 189-2021 of August 9, 2021, the City Council designated the Project as a "Type II" Action, as the quoted term is defined in the State Environmental Quality Review Act ("SEQRA") regulations and determining that no further review for SEQRA purposes is required; and

WHEREAS, the City intends to undertake the Project at a total project cost of \$35,531,976.00 with the source of City funding for the Project derived from a 2022 bond authorization; and

WHEREAS, this Council has determined that undertaking the Project and applying for and accepting if awarded EFC New York State Water Infrastructure Improvement Act grant in the amount of \$10,000,000.00 with a required 25% match and remaining construction funding to be derived from a future CWSRF Loan 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 Floatables Control and Disinfection Facility Project is hereby approved at the maximum total project cost in the amount of \$35,531,976.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he hereby is authorized to apply for and accept if awarded New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant for the Floatables Control and Disinfection Facility Project in an amount not to exceed \$10,000,000.00; and

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

BE IT FURTHER RESOLVED, by the Newburgh City Council that the sum of \$35,531,976.00 is hereby appropriated from a 2022 Bond authorization.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/8/22 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9th day of Aug 20, 22

Katrina Cotten
Deputy City Clerk

RESOLUTION NO. 185 OF 2022

BOND RESOLUTION DATED AUGUST 8, 2022

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$35,531,976, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF \$35,531,976 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of Phase IV of the Long Term Control Plan consisting of the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and on file in the office of the City Clerk, at the total estimated maximum cost of \$35,531,976

period of probable usefulness: forty (40) years

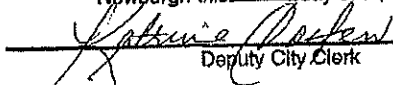
amount of obligations to be issued: \$35,531,976

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

Dated: August 8, 2022
Newburgh, New York

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/8/22 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9th day of Aug. 2022


Deputy City Clerk

RESOLUTION NO.: 124-2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S
ANNUAL EVENTS FOR 2023**

WHEREAS, the City of Newburgh holds and sponsors several annual events, including but not limited to, Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2023 events and additional events as may be approved under the Public Special Events Sponsorship Policy and Procedure; and

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

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 said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's 2023 events authorized by City Council approval of the 2023 Budget, and additional 2023 events as approved under the Public Special Events Sponsorship Policy and Procedure.

RESOLUTION NO.: 125 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE PERFORMING ARTS AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH'S
ANNUAL EVENTS FOR 2023**

WHEREAS, the City of Newburgh annually holds City-sponsored events, including events approved under the Public Special Events Sponsorship Policy and Procedure; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Accounts for those events and in the 2023 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2023 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with these annual and approved events is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the City-sponsored annual events and events approved under the Public Special Events Sponsorship Policy and Procedure for 2023, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2023 Budget.

125-23

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2023, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and _____, a firm with principal offices at _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning _____, 2023, and ending _____, 2023.

ARTICLE 3. COMPENSATION

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

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

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

Agreement and the CITY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not

constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and

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

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in

this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

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

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

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party

or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all

liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

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

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

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

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

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

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

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

ARTICLE 18. GENERAL RELEASE

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

VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY

employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

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

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by

this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
Todd Venning
City Manager
Per Resolution No.

BY: _____
NAME:
TITLE:

DATE: _____

DATE: _____

SCHEDULE A

SCOPE OF SERVICES AND FEES AND EXPENSES

RESOLUTION NO.: 126-2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
MANNY G. PEREIRA AND CAROL PEREIRA TO THE PREMISES KNOWN AS
193 RENWICK STREET (SECTION 45, BLOCK 10, LOT 1)**

WHEREAS, on July 18, 1994, the City of Newburgh conveyed property located at 193 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 10, Lot 1, to Manny G. Pereira and Carol Pereira; and

WHEREAS, the attorney for the current owner, Newburgh Ventures Corp., has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

126-23

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 193 Renwick Street, Section 45, Block 10, Lot 1 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated July 18, 1992, from THE CITY OF NEWBURGH to MANNY G. PEREIRA and CAROL PEREIRA, recorded in the Orange County Clerk's Office on December 23, 1994, in Liber 4156, Page 312 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: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of August in the year 2023, 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.: 127-2023

OF

JULY 10, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
ELADIO QUILES TO THE PREMISES KNOWN AS
65 LANDER STREET (SECTION 23, BLOCK 6, LOT 19)

WHEREAS, on December 14, 1998, the City of Newburgh conveyed property located at 65 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 6, Lot 19, to Eladio Quiles; and

WHEREAS, the current owner of the property, 65 Lander, LLC (by Eric Hiltner, Managing Member), has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

127-23

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 65 Lander Street, Section 23, Block 6, Lot 19 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated December 14, 1998, from THE CITY OF NEWBURGH to ELADIO QUILES, recorded in the Orange County Clerk's Office on January 11, 1999, in Liber 4958, Page 100 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: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of July in the year 2023, 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.: 128-2023

OF

JULY 10, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF RELEASES OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS ISSUED TO
NEW LEVEL, INC. AND NEWBURGH COMMERCIAL DEVELOPMENT CORP.,
RESPECTIVELY, BOTH TO THE PREMISES KNOWN AS
134 CHAMBERS STREET (SECTION 18, BLOCK 5, LOT 24)

WHEREAS, on April 26, 1983, the City of Newburgh conveyed property located at 134 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 24, to New Level, Inc. (by Brian Reilly, President); and

WHEREAS, the City of Newburgh re-acquired the property on July 20, 2009 via tax foreclosure action, and subsequently conveyed the property to Newburgh Commercial Development Corp. (by Victor Cappelletti) on November 12, 2009; and

WHEREAS, the current owner of the property, 134 Chambers, LLC (by Eric Hiltner, Managing Member), has requested a release of the restrictive covenants contained in both deeds from the City of Newburgh; and

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

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

128-23

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 134 Chambers Street, Section 18, Block 5, 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 April 26, 1983, from THE CITY OF NEWBURGH to NEW LEVEL, INC., recorded in the Orange County Clerk's Office on November 16, 1984, in Liber 2305, Page 611 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: _____, 2023

THE CITY OF NEWBURGH

By:

Todd Venning, City Manager

Pursuant to Res. No.: _____-2023

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

On the ____ day of July in the year 2023, 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.

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 134 Chambers Street, Section 18, Block 5, 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 November 12, 2009, from THE CITY OF NEWBURGH to NEWBURGH COMMERCIAL DEVELOPMENT CORP., recorded in the Orange County Clerk's Office on November 24, 2009, in Liber 12929, Page 1939 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: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of July in the year 2023, 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. 129 - 2023

OF

JULY 10, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE UNIFIED COURT SYSTEM
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER
FOR THE PERIOD APRIL 1, 2023 TO MARCH 31, 2028
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY

WHEREAS, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

WHEREAS, by Resolution No. 153-99 of August 16, 1999, the City of Newburgh approved an agreement with the State of New York Unified Court System for the reimbursement of costs for cleaning services for the interior of the Newburgh City Court and minor and emergency repairs to that facility; and

WHEREAS, by Resolution No. 196-2002 of October 25, 2002, Resolution No. 34-2009 of March 23, 2009, Resolution No. 52-2014 of March 10, 2014, and by Resolution No. 95-2019 of April 8, 2019, the City of Newburgh approved new contracts for 5 year terms beginning April 1, 2003 and terminating on March 31, 2008, April 1, 2008 and terminating on March 31, 2013, April 1, 2013 and terminating on March 31, 2018, and beginning April 1, 2018 and terminating on March 31, 2023, respectively; and

WHEREAS, pursuant to these agreements the State of New York Unified Court System has submitted a new agreement for a renewal period of five (5) years, such term beginning April 1, 2023 to March 31, 2028, with reimbursement from the State established for each such period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute the annexed renewal period agreement, with the State of New York Unified Court System, to provide the City with monetary reimbursement in the amount and for the period stated therein.

RESOLUTION NO.: 130 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANTS AND
YOUTH SPORTS AND EDUCATION PROGRAM GRANTS AND
ORANGE COUNTY SOLUTIONS GRANTS TO SUPPORT
CITY OF NEWBURGH RECREATION DEPARTMENT PROGRAMS**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program and Youth Sports and Education Program and Orange County Solutions; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grants from the New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program or Orange County Solutions to support City of Newburgh Recreation Department programs in not to exceed amounts listed below as follows:

- 2024 Youth Sports Program - \$35,000.00
- 2024 Youth Enrichment Programs - \$35,000.00
- 2024 Summer Programs - \$20,000.00
- 2024 Community Special Events - \$15,000.00

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grants if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program or Orange County Solutions Grant in an amount not to exceed \$105,000.00 requiring no City match for the 2024 Youth Sports Program, 2024 Youth Enrichment Programs, 2024 Summer Programs and 2024 Community Special Events in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute all necessary documents to receive and comply with the terms of such grants and to carry out the programs funded thereby.

RESOLUTION NO.: 131 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
TO ACCEPT IF AWARDED AN ORANGE COUNTY MUNICIPAL TOURISM GRANT
IN THE AMOUNT OF \$4,999.00 WITH NO CITY MATCH
TO PROMOTE AND SUPPORT SUMMER PROGRAMS
AT SAFE HARBORS OF THE HUDSON AND THE RITZ THEATER**

WHEREAS, Orange County has launched a Municipal Tourism Grant Program to provide resources to municipalities as they plan and execute tourism events in Orange County; and

WHEREAS, the City of Newburgh propose to apply for an Orange County Municipal Tourism Program grant to promote and support community programming during the summer of 2023 by Safe Harbors of the Hudson and its Ritz Theater; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept an Orange County Municipal Tourism Program grant with no City match in the amount of \$4,999.00 to promote and support Safe Harbors of the Hudson and the Ritz Theater summer 2023 community programming and events in the City of Newburgh.

RESOLUTION NO.: 132 - 2023

OF

JULY 10, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SUBRECIPIENT GRANT AGREEMENT
WITH SAFE HARBORS OF THE HUDSON, INC. IN CONNECTION WITH
THE AWARD OF AN ORANGE COUNTY MUNICIPAL TOURISM GRANT IN THE
AMOUNT OF \$4,999.00 TO PROMOTE AND SUPPORT SUMMER PROGRAMS

WHEREAS, Orange County has launched a Municipal Tourism Grant Program to provide resources to municipalities as they plan and execute tourism events in Orange County; and

WHEREAS, the City of Newburgh expects to receive an award of \$4,999.00 from the Orange County Municipal Tourism Grant Program; and

WHEREAS, such grant funding may be used to promote and support community programming during the summer of 2023 by Safe Harbors of the Hudson, Inc. and its Ritz Theater; and

WHEREAS, the City Council of the City of Newburgh has determined that entering into a subrecipient grant agreement with Safe Harbors of the Hudson, Inc. to apply Orange County Municipal Tourism Grant Program funding to promote and support community programming during the summer of 2023 is in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a subrecipient grant agreement with Safe Harbors of the Hudson, Inc. for Orange County Municipal Tourism Grant Program funding to promote and support community programming and events during the summer of 2023 in the City of Newburgh.

132-23

**SUBRECIPIENT AGREEMENT
ORANGE COUNTY MUNICIPAL TOURISM GRANT
CITY OF NEWBURGH, WITH SAFE HARBORS OF THE HUDSON, INC.**

This subrecipient agreement ("Agreement"), by and among the City of Newburgh, New York, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and Safe Harbors of the Hudson, Inc., a not-for-profit corporation, having its principal place of business at 111 Broadway, Newburgh, New York 12550 ("Subrecipient"), is made this dated as of July _____, 2023, as follows:

RECITALS

- A. The City was awarded funds under the Municipal Tourism grant program ("Grant") from County of Orange, New York (referred to herein as "Grantor").
- B. The City has been duly designated to carry out activities authorized by the terms of the Grant, specifically to promote a tourism event or activity that results in the attraction of visitors to Orange County.
- C. Subrecipient has agreed to work with the City to effectuate its specific goals and objectives of the Grant in a manner more specifically set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
- D. Subrecipient will submit an itemized report of expenses funded by the subaward consistent with the specific goals and objectives of the grant program.
- E. In addition to the terms and conditions in this Agreement, Subrecipient has agreed to additional terms and conditions as required by the Grantor.
- F. The City has identified Subrecipient as competent, willing, and able to carry out the objectives of the program as stated in the Grant, and now wishes to engage the Subrecipient as provided in this Agreement.

NOW, THEREFORE, the City, and the Subrecipient, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I AWARD

- 1. The City hereby awards a subaward, as described above, to Subrecipient. The statement of work for this subaward is shown in **Exhibit A**. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of the City.
- 2. Subrecipient shall be solely responsible for securing goods, services, and any other accommodations necessary to complete the statement of work contemplated herein.
- 3. As consideration for the work provided, the City shall pay Subrecipient a sum of \$4,999.00, said sum being the grant award to the City by Grantor.

ARTICLE II PAYMENT

1. Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this Agreement that the Agreement of the City to fund the subaward, shall be deemed executory to the extent that grant monies are available to it for the purpose of carrying out the terms of this subaward and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this Agreement.
2. Total payment under this Contract shall not exceed \$4,999.00 as payment for all eligible services incurred by Subrecipient.
3. The City may withhold any payment whenever the Subrecipient fails to achieve its program goals for the expenditure period.

ARTICLE III METHOD OF PAYMENT

1. Within fourteen (14) days of the receipt of the award from Grantor, the City shall disburse to Subrecipient the subaward in a lump sum payment.
2. Payment for services shall cease upon termination of the Agreement or upon the payment of the amount stated in Article II(2), whichever occurs first. All payments for services are to be made from grant funds.
3. All invoices and questions concerning invoices, receipts, or payments should be directed to the City of Newburgh Comptroller, 83 Broadway, 4th Floor, Newburgh, New York 12550.
4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date of October 30, 2023. The final statement of costs shall constitute Subrecipient's final financial report.
5. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Subrecipient.

ARTICLE IV TERMINATION

1. Either party may terminate this agreement with thirty days written notice to the parties listed below. Upon receipt of notice of termination, the Subrecipient agrees to cancel, prior to the effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Subrecipient

Safe Harbors of the Hudson, Inc.

[attn.: _____]

111 Broadway

Newburgh, New York 12550

2. In the event of termination as herein provided, any completed reports prepared by Subrecipient under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City, and such records shall be submitted to it.
3. In the event of termination, Subrecipient shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Subrecipient, the City may withhold from any payments due the Subrecipient for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by Subrecipient.

ARTICLE V NO ASSIGNMENT

1. Subrecipient represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City.

ARTICLE VI BOOKS AND RECORDS; REPORTS

1. Subrecipient shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The City or the Grantor shall have access to the Records during normal business hours at an office 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.
2. Subrecipient shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Subrecipient shall also submit reports identifying prescribed activities funded under this Agreement upon request by the City while this Agreement is in effect.

ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Subrecipient, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Subrecipient shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Subrecipient agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:

- a. was known to Subrecipient prior to receipt from the City, as evidenced through written documentation;
- b. was or becomes a matter of public information or publicly available through no fault on the part of Subrecipient;
- c. is acquired from a third party entitled to disclose the information to Subrecipient;
- d. is developed independently by Subrecipient;
- e. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Subrecipient shall not make such disclosure without prior written notice to the City and an adequate opportunity for the City to oppose such disclosure.

ARTICLE VIII INTEREST OF SUBRECIPIENT, ITS OFFICERS, EMPLOYEES,
AGENTS AND SUBCONTRACTORS

1. Subrecipient agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.
2. Subrecipient further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.
3. The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE IX INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY;
MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC
OFFICIALS

1. No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.
2. Subrecipient shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE X INTEREST OF CERTAIN STATE OFFICIALS

1. No member or the New York State Assembly or Senate, or any other member of New York State government, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XI SOLICITATION OR PROCUREMENT OF AGREEMENT

1. Subrecipient represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XII REPRESENTATIONS OF SUBGRANTEE

1. Subrecipient acknowledges and agrees that services performed pursuant to this Agreement 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.
2. Subrecipient will not use funds under this Agreement to: (1) engage in activities that are other than for the purposes stated in the grant award; (2) attempt to influence legislation, by propaganda or otherwise; or (3) directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or any state department or agency. Subrecipient agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

ARTICLE XIII EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out the obligation of this Agreement, Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Subrecipient shall take affirmative action to ensure that applicants for employment and employees of Subrecipient are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
2. Subrecipient shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
3. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE XIV FACILITIES AND PERSONNEL

1. Subrecipient represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder.
2. Subrecipient further represents that it will terminate and dismiss from further performance of work and services under this Agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to Subrecipient by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for Subrecipient to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve Subrecipient from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XV INDEMNIFICATION

1. Subrecipient hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of Subrecipient or its agents, sub-contractors, servants or employees.
2. If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, Subrecipient hereby agrees to hold harmless the City from and against any and all loss, expense, damage or injury whatsoever and indemnify the City from the same.
3. Subrecipient shall procure and maintain at its own expense until final completion of this Agreement, to the extent practicable and if required by law, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.
 - a. Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.
 - b. Liability and Property Damage Insurance with limits of not less than:
 - i. Property Damage Liability \$1,000,000 for each occurrence
 - ii. Personal Injury Liability \$1,000,000 for each person
\$2,000,000 for each occurrence
4. Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

SECTION XVI NOTICES

1. Notices of any nature referred to in this agreement shall be in writing by certified mail, hand delivery. Notices shall be effective on the date of receipt.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Subrecipient

Safe Harbors of the Hudson, Inc.
[attn.: _____]
111 Broadway
Newburgh, New York 12550

SECTION XVII MISCELLANEOUS

1. No changes may be made to this Agreement without written consent/amendment by the City.
2. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law.
3. This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.
4. Subrecipient has read, acknowledged, and agreed to the terms in this Agreement, and any exhibits annexed hereto, which are all incorporated by reference. Should any term(s) in the main body of this Agreement be inconsistent with any term(s) required by Grantor, the term(s) required by Grantor shall control and prevail.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

[Signature page to follow]

Signature Page

Orange County Municipal Tourism Grant

[City of Newburgh / Safe Harbors of the Hudson, Inc.]

IN WITNESS WHEREOF, Subrecipient and the City have executed this Agreement the day and year herein mentioned.

DATED: _____, 2023

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 2023

SAFE HARBORS OF THE HUDSON, INC.

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

On this ____ day of _____, in the year 2023, before me 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

On this ____ day of _____, in the year 2023, before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A – SCOPE OF WORK

Subgrantee will apply the subaward to promote tourism related events/activities or marketing related initiatives associated with community events organized and/or sponsored by Safe Harbors

of the Hudson, Inc. that will ultimately lead to the increased awareness of the events/activities and visitation to the City of Newburgh and Orange County during the summer of 2023. Eligible expenses may include but are not limited to, advertising and promotion expenses and the enhancement of signage for such events/activities.

Subgrantee will submit to the City an itemized statement of costs and expenditures paid from the subaward in such form and supported by such documents as the City may reasonably require by October 30, 2023.

DRAFT

RESOLUTION NO.: 133 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT EXTENSION 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 ONE WHITE ENCLOSED TRAILER
AND TWO CAN-AM OUTLANDER XT**

WHEREAS, by Resolution No. 220-2022 of September 12, 2022, the City Council approved 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-D04 for the purchase and assignment to the City of Newburgh Police Department of White Enclosed Trailer 8 x 18 and two (2) Can-Am Outlander XT; and

WHEREAS, the term of the Agreement and funding covered the period of September 1, 2022 and through May 31, 2023; and

WHEREAS, supply chain issues have delayed the manufacture and delivery of the second Can-Am Outlander XT to the City of Newburgh and extending the term of the Agreement to December 31, 2023; and

WHEREAS, this Council has reviewed the attached First Amendment and Extension of the 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 First Amendment and Extension of the 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.

133-23

RESOLUTION NO. 230 - 2022

OF

SEPTEMBER 12, 2022

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 ONE WHITE ENCLOSED TRAILER
AND TWO CANAM OUTLANDER XT

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-D04; and

WHEREAS, the County will be purchasing and assigning to the City of Newburgh Police Department a White Enclosed Trailer 8 x 18 and two (2) Can-Am Outlander XT; and

WHEREAS, the term of the Agreement and funding will cover the period of September 1, 2022 and through May 31, 2023; 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.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 9/12/22
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13th day of Sept. 20 22

Katrina Cotten
Deputy City Clerk

Medina, Belissa

From: Geraci, Anthony
Sent: Monday, June 5, 2023 9:15 AM
To: Medina, Belissa
Subject: Fwd: 1st amendment v2.pdf
Attachments: 1st amendment v2.pdf

[Get Outlook for Android](#)

From: Cluney, William <WCluney@orangecountygov.com>
Sent: Monday, June 5, 2023 8:36:18 AM
To: Rola, Brandon <BRola@cityofnewburgh-ny.gov>; Lahar, Christopher <CLahar@cityofnewburgh-ny.gov>
Cc: Geraci, Anthony <AGeraci@cityofnewburgh-ny.gov>
Subject: 1st amendment v2.pdf

Good morning gentlemen,

In the spirit of continued cooperation between the City of Newburgh and the County, attached is an amendment to extend the operation period of the original agreement entered by the City and the County.

As you are probably aware, supply-chain issues are abundant in procuring a lot of goods as of now, and the procurement of this machine is no different.

We need to have this extension signed by an authorized representative, with a resolution from the City Council ratifying their authority.

Any questions, please reach out to me.

Respectfully,

Sgt. Cluney

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

**FIRST AMENDMENT AND EXTENSION OF
INTER-MUNICIPAL AGREEMENT**

THIS FIRST AMENDMENT AND EXTENSION OF INTER-MUNICIPAL AGREEMENT, is effective as of May 31, 2023 ("First Amendment") and hereby extends the term of that certain INTER-MUNICIPAL AGREEMENT ("Agreement"), dated the 1st day of September, 2022, by and between the **COUNTY OF ORANGE**, a municipal corporation, by and through the Office of the Orange County Sheriff, with principal offices at 255-275 Main Street, Goshen, New York 10924 ("COUNTY") and the **CITY OF NEWBURGH**, a municipality within the State of New York, with principal offices at 83 Broadway, City Hall Newburgh New York 12550, by and through its Police Department ("MUNICIPALITY"). COUNTY and MUNICIPALITY are collectively referred to as the "Parties."

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. **EXTENSION OF TERM OF AGREEMENT.** Due to supply chain issues causing a delay in obtaining part of the Equipment (as such term is defined in Article 1 of the Agreement) for delivery by COUNTY to MUNICIPALITY, the Parties hereby extend the term of the Agreement to December 31, 2023.
2. **INTEGRATION.** Except as expressly amended in this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first above written.

COUNTY OF ORANGE

By: _____
Name: Stefan (Steven) M. Neuhaus
Title: County Executive
Date: _____

MUNICIPALITY

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO.: 134-2023

OF

JULY 10, 2023

**A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK
TO ADD FOUR (4) POLICE OFFICER POSITIONS ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the Police Department has advised the City Manager of the retirement of 4 police officers and has requested to add 4 temporary police officer positions in the department in order to maintain authorized strength and to accommodate the start of the next Policy Academy; and

WHEREAS, the City Council has determined that adding 4 Police Officer position on a temporary basis in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended, and that there be and hereby are created four (4) additional positions on a temporary basis in the position of "Police Officer" in the Police Department.

RESOLUTION NO.: 135 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MARIA FERNANDA DIEZ
FOR PROJECT MANAGEMENT SERVICES
RELATED TO THE ART-BIZ SUMMER SERIES OF 2023**

WHEREAS, the City Council of the City of Newburgh adopted Ordinance No. 10 of 2005 which added new Chapter 14 of the City Code of Ordinances entitled Arts Programs and created the City of Newburgh Arts and Cultural Commission; and

WHEREAS, it is a goal of the Arts and Cultural Commission to create expanded educational opportunities to all persons, and to young persons in particular, to learn about the arts; and

WHEREAS, the Arts and Cultural Commission created the Art-Biz summer program to engage youth and their families in activities that can lead to viable creative career paths by providing a series of free classes for youth focusing on providing exposure to career paths and career opportunities in arts and culture; and

WHEREAS, spanning a variety of artistic media, including visual art, performance, and hand-crafts, as well as other forms of cultural production such as writing, gardening, and culinary arts, Art-Biz will be taught by Newburgh artists, makers, and other creative professionals; and

WHEREAS, Maria Fernanda Diez submitted an application and is qualified to provide project management services to the City of Newburgh to administer the Art-Biz summer program; and

WHEREAS, the costs of these services will not exceed \$3,750.00 and will be derived from A.8043.0455; and

WHEREAS, this Council has determined that entering into an agreement for such services is in the best interest of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Maria Fernanda Diez at cost not to exceed \$3,750.00 for project management services related to the 2023 Art-Biz program.

135-23

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ____ day of July ____, 2023, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Maria Fernanda Diez, an individual with principal offices at 1022 Amicalola Ct., Griffin GA 30223 hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

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

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR's permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such

intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same for any purpose outside the scope of the Project and its implementation.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 17, 2023, and ending November 30, 2023.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$3,750.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This

remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means

and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic

inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall

not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of

the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation,

reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

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

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

A. Accounting for and refunding to the CITY within thirty (30) days, any

unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

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

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

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

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

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

actual or perceived conflict of interests due to their position with the CITY.

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
TODD VENNING
CITY MANAGER

BY: _____
MARIA FERNANDA DIEZ
TITLE: ArtBiz Project Manager

Per Resolution No.:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Janice Gaston
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

Deliverables:

- Manage selection and hiring of Art Biz instructors including the open call, application management and applicant communications
- Work with Art-Biz instructors to complete all contracts and documentation required by the City of Newburgh
- Support Art-Biz instructors in the creation of lesson plans and supply lists
- Schedule instructors for class dates
- Coordinate with Common Grounds Farm to schedule Art-Biz programming
- Manage advertising and outreach for Art-Biz classes
- Be present for 8 consecutive Art-Biz Classes September through October
- Attend monthly NACC meetings to provide updates on the project.
- Support instructors with day-of event needs
- Adhere to all City and Common Grounds Market Safety protocols as provided by NACC
- Keep track of class attendance
- Report weekly to NACC Art-Biz Taskforce throughout duration of the project
- Ensure that the project is delivered within scope and budget
- Create and maintain comprehensive project documentation
- Prepare a close out report at end of project

Timeline:

Draft Instructor Open Call on or before August 1, 2023;

Submit close out report no later than 30 days after final Art-Biz Class

SCHEDULE B

FEES AND EXPENSES

The Vendor will be compensated at \$25 per hour, total cost not to exceed \$3,750.

Art-Biz

at Common Grounds Farm - Safe Harbors Green

A proposal by the Newburgh Arts & Cultural Commission

OVERVIEW

Description

Art-Biz is a series of free classes for youth focusing on providing exposure to career paths and career opportunities in arts and culture. Spanning a variety of artistic media, including visual art, performance, and hand-crafts, as well as other forms of cultural production such as writing, gardening, and culinary arts, Art-Biz will be taught by Newburgh artists, makers, and other creative professionals. The goal of Art-Biz is to engage youth and their families in activities that can lead to viable creative career paths and to provide paid opportunities for our artistic community in line with the City of Newburgh, NY Code S14-1 (B) (6) To create expanded educational opportunities to all persons, and to young persons in particular, to offer learning about the arts, and to expand the use of the arts and artists in providing education to all persons and (7) To inspire youth to become aware of and involved with the arts and the role of art in their lives and in the life of the City of Newburgh; and to provide youth with opportunities to learn about and participate in the arts and arts-related projects, thereby enriching their own experience and enhancing their ability to contribute to the enrichment of their community.

Principle Organizer

This program is being organized and offered by the Newburgh Arts & Cultural Commission (NACC) in furtherance of our Mission statement to advise and make recommendations to the City government and its agencies on issues related to the development of art and culture and to insure public funding for the arts and arts education; to promote arts and culture as an integral part of community life; to foster a creative environment reflective of the multicultural nature of the City of Newburgh and to guarantee equal access to the arts; to enhance access to, appreciation of and participation in the arts for all persons, including youth in particular; to provide more educational opportunities for all persons to learn about the arts, and to increase the role played by the arts in education in all its forms.

Timeline

Eight Saturdays, Summer-Fall of 2023

Goals for Newburgh Community

Art-Biz is designed to serve the community in a two-fold capacity:

First: To provide art and cultural classes to Newburgh youth in order to engage their creativity, develop tactile skills and expose them to working artists and makers and the art and culture as a viable and fulfilling career path.

Second:

To develop an environment that enables arts and cultural groups to flourish with adequate work, performance, and exhibition space and economic opportunities for artists of all disciplines; to encourage artists to become more involved in community and public-based institutions and projects; and to engage artists representing a wide range of the arts, including but not limited to visual arts (painting, drawing, and design); handcrafted arts (pottery, sewing, weaving); auditory arts (songwriting, instrument making, singing, and spoken word); performance and movement arts (dance, yoga, martial arts); written arts (poetry, short story writing); culinary arts (cooking, foraging, and gardening); and more.

PROJECT DETAILS

Public arts and cultural classes for youth will be held at the Common Grounds Farmers Market at Safe Harbors Green for 8 consecutive Saturdays during the Summer/Fall of 2023. Classes will be tailored to youth ages 14-18 depending on the skill level required for the specific class.

A project manager will be selected in the month of May/June. The Project Manager will be employed from June through October to oversee the project, coordinate with artist-instructors and oversee each class.

Class curriculum will be developed by individual artists. We will invite proposals from local artists and hold a selection process to determine viable classes. Classes will be advertised to the local community through social media outlets, flyering, posters, and sign-up sheets at the Common Grounds Market.

Classes

- 1 class per Saturday from 11am-1pm
- Each class will be 2 hours in duration
- Each class will have a max of 14 students with a waiting list for any additional students. Students will be contacted by the Project Manager via email to confirm their enrollment.
- All art supplies will be provided by NACC
- Registration for classes will be available on the NACC website or in person at the market. Drop-ins are welcome if classes are not full.
- All parents/guardians must sign a release and provide contact information
- Classes will be shaped by instructors' proposals; instructors' specialties will drive the programming and all work must be completed during the session.
- The Project Manager and a commission member will be present at each class for support, which includes logistics, ensuring safety protocols are followed, registering drop-ins or for future classes, fielding questions, and any other support needed.
- Students will take home their creations when they're finished.

Instructor + Class Selection

- An open call for proposals will be held during the month of May-June
- The open call is open to all residents of Newburgh and the greater Newburgh community
- We encourage applicants of different backgrounds, experiences, and disciplines to apply including artists, teachers, students, writers, scientists, gardeners, chefs, makers, musicians, and more.
- Applicants will be ranked by the Art Biz Task Force and presented to NACC for approval at the June NACC meeting. Selected artists will be contacted by the end of June.
- Artist will be paid \$400 total for the day and up to \$300 in materials will be provided by the Newburgh Arts & Cultural Commission

Budget breakdown

Common Ground Farm fee = **\$400 (\$25 per date)**

\$400 x 8 artist fee = **\$3200**

Materials stipends: **\$2400 (\$300 x 8 artists)**

Signage (banner,sandwich board): **\$200**

Water / Sanitizer and wipes: **\$50**

Advertising *Hudson Valley Parent*/ radio spots / social media boosting /Hudson Valley Parent magazine:
digital banners/flyers/postcard **\$500**

Project Manager **\$3750**

TOTAL: \$10,500

RESOLUTION NO.: 136 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGR TO ENTER INTO AN
AGREEMENT WITH JARA CONSULTING, LLC TO PROVIDE PROFESSIONAL
MEETING FACILITATION AND RELATED SERVICES IN CONNECTION WITH
THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION'S
HUMAN RIGHTS HEROES ROUNDTABLE EVENT FOR 2023**

WHEREAS, by Resolution No. 289-2022 of November 28, 2022, the City of Newburgh designated December 10th as Human Rights Day; and

WHEREAS, the Human Rights Commission annually recognizes City of Newburgh Human Rights Heroes in commemoration of Human Rights Day; and

WHEREAS, the Human Rights Heroes provide leadership in various human rights sectors within the City of Newburgh including Housing, Education, Environmental Justice, Immigration, Employment, and Gender/Sexuality rights; and

WHEREAS, the Human Rights Commission has determined that holding a Human Rights Heroes Roundtable will further its objectives to address the social ills of discrimination, inequity and injustice experienced in the various human rights sectors; and

WHEREAS, JaRa Consulting, LLC proposed to provide professional meeting facilitation services to the City of Newburgh to facilitate and support the Human Rights Heroes Roundtable event; and

WHEREAS, the cost for these services will not exceed \$1,600.00 and will be derived from budget line A.8039.0448; and

WHEREAS, this Council has determined that entering into this agreement is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the agreement with JaRa Consulting, LLC at cost not to exceed \$1,600.00 for meeting facilitation services related to the Human Rights Heroes Roundtable event.

#136-23

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2023, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and JaRa Consulting, LLC, a limited liability company with a mailing address at P.O. Box 4333, Kingston, NY 12402-4333 hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

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

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR's permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such

intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same for any purpose outside the scope of the Project and its implementation.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 12, 2023, and ending September 30, 2023.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$1,600.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This

remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means

and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic

inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall

not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of

the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation,

reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

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

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

A. Accounting for and refunding to the CITY within thirty (30) days, any

unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

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

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

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

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

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

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

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actual or perceived conflict of interests due to their position with the CITY.

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

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

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR- JARA CONSULTING LLC

BY: _____
TODD VENNING
CITY MANAGER

BY: _____
JAMES B. CHILDS
TITLE: PRESIDENT

Per Resolution No.:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Janice Gaston
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

Deliverables:

1. Roundtable preparation:
 - Support the roundtable organizers through methodological advice to achieve the desired results;
 - Become familiar with the topics of the roundtable by studying roundtable-related background material as well as all the Heroes;
 - Become familiarized with the Heroes and categories of the community stakeholders participants by studying background material provided and provide feedback on them to roundtable participants and organizers;
2. Roundtable implementation:
 - Facilitate the workshop of up to 40 participants and consisting mostly of group discussions (not presentations, I don't think). In the course of doing so, the facilitator will ensure group dynamics, succinct summaries, focused learning and excellent time management.
 - As part of roundtable implementation, he will encourage critical discussion aimed at enabling participants to seek out ways in which the ideas presented by the heroes can be adapted to their category circumstances;
 - Using appropriate techniques to present and document the results;
 - Engage in preparation and feedback discussions with the organizers.
3. Workshop follow-up:
 - Prepare a summary report on the roundtable including all results (highlighting key-results), the roundtable-flow and dynamics, the complete roundtable contents and lessons learned in a concise manner. It is intended that this document should form reference material for future adaption of the ideas and approaches covered in the roundtable event.

Timeline:

- Facilitate Human Rights Heroes Roundtable, Saturday, July 29, 2023;
- Submit Roundtable summary report September 1, 2023;

SCHEDULE B

FEEES AND EXPENSES

The Vendor will be compensated in a lump sum payment of \$1,600.00 upon completion of the services defined in Schedule "A".

RESOLUTION NO.: 137 - 2023

OF

JULY 10, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
URGING GOVERNOR HOCHUL TO SIGN A7208/ S6893
DECOMMISSIONING NUCLEAR PLANT DISCHARGES INTO THE HUDSON RIVER

WHEREAS, Holtech International, the company decommissioning the Indian Point nuclear power plant, announced its intention to release water from onsite radioactive fuel waste pools into the Hudson River; and

WHEREAS, to date there has been no specific reporting of the radionuclide contents of this water which is heavily contaminated from the storage of the nuclear fuel waste; and

WHEREAS, pre-release filtration to remove these isotopes has been presented as a solution to reduce the content of these carcinogenic contaminants to a level "as low as reasonably achievable;" and

WHEREAS, the National Academy of Science has indicated that there is no verifiable safe level of these isotopes when they are ingested or inhaled and such pre-release treatment would not remove tritium, also carcinogenic, from the water; and

WHEREAS, tritium has a half-life of only 12.3 years, and therefore the contaminated water can be reasonably stored in enclosed tanks on site without interfering with the decommissioning of the waste pools, affording time to study alternative waste solutions or uses for the tritium; and

WHEREAS, any contaminants in the Hudson River present the risk of entering the food chain and endangers a source of recreational and economic activities; and

WHEREAS, the City of Newburgh, New York is part of the most densely populated and economically important regions in the country and the proposed discharge of radioactive water presents a huge threat to the economic vitality of the City of Newburgh and the surrounding communities and industries reliant on a clean and healthy Hudson River; and

WHEREAS, the perception of a polluted Hudson has the potential to devastate home values in the area, and deter both locals and visitors from partaking in the growing tourism and recreation scene of the Hudson Valley; and

WHEREAS, the New York State Legislature passed A7208/S-6893 which prohibits the dumping of radioactive waste from decommissioning nuclear plants into the Hudson River;

NOW THEREFORE BE IT RESOLVED, that the City of Newburgh opposes the plan to release over a million gallons of contaminated water from the Indian Point Nuclear Power Plant site into the Hudson River; and

BE IT FURTHER RESOLVED, that the City of Newburgh urges Governor Hochul to sign A7208/S6893 with due haste before Holtech International acts on its plan to dump more than one million gallons of toxic radioactive waste from the decommissioning Indian Point nuclear plant into the Hudson River during the summer of 2023; and

BE IT FURTHER RESOLVED, that the City Clerk, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the following individuals and agencies:
Governor Kathy Hochul and Executive Staff - John OLeary and Emma Muirhead
EPA Region 2, Lisa F. Garcia Director
NYS Department of Environmental Conservation Region 3, Kelly Turturro, Regional Director
NYS Department of Health, Dr. James V. McDonald, Acting Commissioner
NYS Department of Health, Center for Environmental Health, Gary Ginsberg, PhD, Director
US Senator Charles E. Schumer
US Senator Kirsten Gillibrand
NYS Decommissioning Oversight Board, Thomas Congdon, Chair
Westchester County Board of Legislators - Lisa Hochman, Legislative Counsel
Assembly Member Jonathan Jacobson
Senator Robert Rolison

1137-23

STATE OF NEW YORK

6893

2023-2024 Regular Sessions

IN SENATE

May 15, 2023

Introduced by Sen. HARCKHAM -- read twice and ordered printed, and when printed to be committed to the Committee on Environmental Conservation

AN ACT to amend the environmental conservation law, in relation to decommissioning nuclear power plant discharges into the Hudson River

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The environmental conservation law is amended by adding a
2 new article 30 to read as follows:

ARTICLE 30

DECOMMISSIONING NUCLEAR POWER PLANT DISCHARGES INTO THE HUDSON RIVER

Section 30-0101. Legislative findings.

30-0103. Unlawful discharges.

§ 30-101. Legislative findings.

1. The legislature finds that while the energy and economic output generated by nuclear power plants are beneficial to the state and its residents, discharges into waters of the state of radiological agents from nuclear power plants have various adverse and substantial economic impacts on the state and its residents.

2. The legislature further finds that communities with interests in the Hudson River are concerned with the economic impacts on local real estate values and economic development with respect to the discharge of waste from nuclear power plants into waters of the state during plant decommissioning, which effect is no longer balanced by countervailing economic benefits of the plant to those communities that the plant provided during operation.

3. The legislature further finds that other methods of managing waste from decommissioning nuclear power plants are available and would not result in the same economic impacts.

4. The legislature therefore finds and declares that it is the duty of the state to act to preserve the economic vitality of affected communities.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD11357-03-3

1 § 30-0103. Unlawful discharges.

2 To the extent not subject to preemption by federal law, and notwith-
3 standing any other state or local law, rule, or regulation to the
4 contrary, it shall be unlawful to discharge any radiological substance
5 into the Hudson River in connection with the decommissioning of a nucle-
6 ar power plant.

7 § 2. Article 71 of the environmental conservation law is amended by
8 adding a new title 28 to read as follows:

9 TITLE 28

10 ENFORCEMENT OF ARTICLE 30

11 Section 71-2801. Applicability of title.

12 71-2803. Penalties.

13 71-2805. Attorney general enforcement.

14 § 71-2801. Applicability of title.

15 In addition to the provisions of sections 71-0101 and 71-0301 of this
16 article, the provisions of this title shall be applicable to the
17 enforcement of article 30 of this chapter and to this title.

18 § 71-2803. Penalties.

19 Any person who violates section 30-0103 of this chapter shall be
20 liable for a civil penalty not to exceed thirty-seven thousand five
21 hundred dollars for the first day of the violation, not to exceed seven-
22 ty-five thousand dollars for the second day of the violation, and not to
23 exceed one hundred fifty thousand dollars per violation thereafter. For
24 purposes of this section, each day in which a violation occurs shall be
25 considered a separate violation.

26 § 71-2805. Attorney general enforcement.

27 The penalties provided by section 71-2803 of this title shall be
28 recoverable in an action brought by the attorney general.

29 § 3. Severability. The provisions of this act shall be severable and
30 if any portion thereof or the applicability thereof to any person or
31 circumstances shall be held invalid, the remainder of this act and the
32 application thereof shall not be affected thereby.

33 § 4. This act shall take effect immediately.

RESOLUTION NO.: 138 - 2023

OF

JULY 10, 2023

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND NY PHC LLC
FOR CONSULTING ARBORIST SERVICES

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, the Conservation Advisory Council is authorized to advise and make recommendations for the planting of new trees, pruning and removal of trees, the type and kind of trees to be planted and to implement a Tree Maintenance Program; and

WHEREAS, the City of Newburgh issued Request for Proposals #9.23 for consulting arborist services to direct the planting, cultivation, pruning, and maintenance of trees including pest management of the City of Newburgh Urban Forest; and

WHEREAS, NY PHC LLC, by David P. Eylers, owner, submitted a proposal to provide consulting arborist service to the City of Newburgh and is qualified to support the City of Newburgh Community Forest Management Plan; and

WHEREAS, the costs of these services will not exceed \$25,000.00 and will be derived from A.7129.0455; and

WHEREAS, this Council has determined that entering into this agreement is in the best interest of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with NY PHC LLC at cost not to exceed \$25,000.00 for consulting arborist services to the City of Newburgh Community Forest Management Plan.

1138-23

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2023, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and NY PHC LLC, a business with principal offices at 173 Prospect Street, Newburgh NY 12550 hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

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

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR's permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such

intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same for any purpose outside the scope of the Project and its implementation.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 17, 2023, and ending December 31, 2023.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$25,000.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This

remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means

and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic

inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall

not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of

the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation,

reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

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

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

A. Accounting for and refunding to the CITY within thirty (30) days, any

unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

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

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

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

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

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

actual or perceived conflict of interests due to their position with the CITY.

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

NY PHC LLC

BY: _____
TODD VENNING
CITY MANAGER

BY: _____
DAVID EYLERS
TITLE: OWNER

Per Resolution No.:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Janice Gaston
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

1. Assist in the implementation and updating of the City's Tree Management Plan.
2. Aid the City in determining what type of trees and where trees should be planted on City property.
3. Review tree survey plans, and landscape plans associated with permit applications that require CAC review of new and redevelopment of properties, including tree pits, rain gardens, and bioswales.
4. Review and approve or deny applications for removal of trees in accordance with the City of Newburgh ordinance on preservation of trees.
5. Conduct site visits to perform tree health and safety inspections, survey evaluations, and tree risk assessments of existing trees at the City/CAC's request, as needed, and provide report of each review and site visit.
6. Help the City to determine what trees are dangerous and should be removed. Determine if trees have a disease and what steps can be taken to cure the disease.
7. Manage Emerald Ash Borer infestation with chemical treatment.
8. Upon request, attend monthly CAC meetings to advise members.
9. Work with staff liaison to the CAC to review plans and prepare for monthly public meetings.
10. Preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is managed on a case-by-case basis.
11. Update and maintain Tree Inventory using TreeKeeper.
12. Assist the City/CAC with other duties that are requested, related to tree protection and management.
13. Consultant Arborist shall be required to submit an invoice on the 25 th day of the month. The invoice format shall include but not be limited to a list of each street that tree care operations and or investigation took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

Timeline:

Kick-off planning meeting with the CAC and City Staff to be held within 10 days of agreement execution.

SCHEDULE B
FEES AND EXPENSES

The Vendor will be paid on a monthly basis at an hourly rate of \$100.00 per hour.

**Request for Proposal #9.23 for
City of Newburgh, New York - Consulting Arborist
(Including Qualifications, Certifications, and Quotation)**

Proposal Submission Date:

June 9, 2023

Purpose

The City of Newburgh is located approximately sixty miles north of New York City on the West side of the Hudson River, in Orange County New York. Newburgh is a small, densely populated city with a population of 28,834 (U.S. Census, 2021) people and covering a surface area of 3.5 square miles that is bounded by the Town of Newburgh to the north and west, the Hudson River on the east and the Town of New Windsor to the south.

The City of Newburgh's existing urban forest includes trees, stumps, and planting sites in public rights-of-way, parks and specified public areas. In our most recent inventory, a total of 8,037 sites were recorded: 4,273 individual trees, 3381 planting sites, and 383 stumps. The overall condition of the inventoried tree population was assigned a rating of Fair.

The Consulting City Arborist will direct the planting, cultivation, pruning, and maintenance of trees including pest management. The selected arborist will work with the City of Newburgh Department of Public Works & the Conservation Advisory Council to perform this work.

This is an integral part of the Conservation Advisory Council's (CAC) Community Forest Management Plan.

Qualifications:

The desired qualifications of the individual performing services under this RFP must include:

1. Certified arborist with a minimum of 5 years of experience and a minimum of bachelor's degree from an accredited college or university in Urban Forestry or similar forestry major.
2. Current International Society of Arboriculture Certified Arborist Certification
3. Current International Society of Arboriculture Certified Tree Risk Assessment Qualifications (TRAQ)
4. Preferred Municipal Certified Urban Forester
5. Preferred OSHA Line Certified

Has a thorough technical understanding of:

1. Tree identification including common and botanical names
2. Native trees to City of Newburgh, Orange County, NY
3. Tree physiology including the function and parts of trees and their relationships
4. Proper tree planting procedures and theories
5. Soil characteristics, including factors such as fertilizer, lime, soil components, pH and soil organisms that affect the health of trees (familiar with Structural Soil(s))
6. General tree maintenance, including insect and disease identification and both chemical and non-chemical control
7. Structure repairs, such as cabling, bracing, bark tracing, root aeration
8. Proper pruning methods and theories including Basic Young Trees
9. Root protection zones
10. American National Standard (ANSI) A300 and ISA Best Management Practices (BMP)

Other:

1. Must be familiar with urban settings, including hardscape infrastructure/Urban Forest Management.
2. Ability to prepare routine reports and correspondence in a timely manner.
3. Familiar with the City's Approved Street Tree List.

Scope of Services

Proposals are being sought to include, at a minimum, the following services. The Scope of Services is not necessarily all-inclusive, and the City may add any additional tasks or services related to tree management as needed.

1. Assist in the implementation and updating of the City's Tree Management Plan.
2. Aid the City in determining what type of trees and where trees should be planted on City property.
3. Review tree survey plans, and landscape plans associated with permit applications that require CAC review of new and redevelopment of properties, including tree pits, rain gardens, and bioswales.
4. Review and approve or deny applications for removal of trees in accordance with the City of Newburgh ordinance on preservation of trees.
5. Conduct site visits to perform tree health and safety inspections, survey evaluations, and tree risk assessments of existing trees at the City/CAC's request, as needed, and provide report of each review and site visit.
6. Help the City to determine what trees are dangerous and should be removed. Determine if trees have a disease and what steps can be taken to cure the disease.
7. Manage Emerald Ash Borer infestation with chemical treatment.
8. Upon request, attend monthly CAC meetings to advise members.
9. Work with staff liaison to the CAC to review plans and prepare for monthly public meetings.
10. Preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and

site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is managed on a case-by-case basis.
11. Update and maintain Tree Inventory using TreeKeeper.
12. Assist the City/CAC with other duties that are requested, related to tree protection and management.
13. Consultant Arborist shall be required to submit an invoice monthly. The invoice format shall include but not be limited to a list of each street that tree care operations and or investigation took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

Content of Proposals

1. Resume of the Consulting Arborist, detailing desired qualifications with evidence of certifications, not more than two pages,
2. Include a summary of the consultant's understanding of what is required, not more than two pages.
3. References: Three (3) similar clients served in the last 10 years, two (2) of which must have knowledge of the Consultant's work as an arborist in a municipality. Please provide contact information for each.
4. Provide a work plan showcasing your comprehension of the scope of services, ability to perform the tasks in a timely fashion and your ability to be always available if necessary to accomplish the services.
5. Provide a cost proposal for the fee schedule of the Consultant to render the list of services identified in the Scope of Work. Pricing should be based on an hourly rate. Travel costs from the Consultant location to the City of Newburgh should not be charged. Cost proposals shall be valid for the 2023 calendar year. Please provide a copy of a sample monthly invoice with details outlining work coverage in the invoice period in the appendix of the response proposal.

Additional Considerations

All applicable local, State and Federal rules and regulations must be adhered to by the Consultant. 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.

Project Steps/Timelines

The Consulting Arborist Services term will run from approximately June 30, 2023, through December 31, 2023.

Step	Timeline
RFP Released	May 19, 2023
Question Answering Period	June 2, 2023
Deadline for submission of RFPs	June 9, 2023, by 4:00 p.m.
Conduct Bid Opening	June 12, 2023
Review and Tabulation of RFPs	June 19, 2023
Intent to Award and Contract Distribution	June 20, 2023
Fully Signed Contract	June 27, 2023
Project Start	June 30, 2023
Project Completion	December 31, 2023

Question Answering Period

Please direct all questions and correspondence regarding this project, qualifications and/or certifications in writing to:

Marianne Marichal, mamarichal@gmail.com

Please direct all questions regarding the project quote and/or Accounts Payable in writing to:

Robert Van Vlack, Purchasing Agent, City of Newburgh, Comptroller's Office,
RVanVlack@cityofnewburgh-ny.gov

All questions must be received before 4 p.m., June 2, 2023. Questions received after that time will not be addressed.

Any additional information regarding this RFP would be found by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-yor/city-of-newburgh.

Submission Instructions

1. All respondents should carefully review the contents of this document. All the Requirements and Specifications in this document may become part of an agreement to be signed by the City of Newburgh and the successful respondent.
2. All proposals must be submitted by 4 p.m. on June 9, 2023.
3. Respondents must submit three hard copies and one digital copy (on a flash drive) of their proposal as outlined below. Faxed or electronic submissions will not be considered.
4. Submitted proposals must be sealed and marked "RFP#9.23 – Consulting Arborist"

Proposals must be submitted by mail or in person by 4:00 p.m. on **Friday, June 9, 2023**, to:

City of Newburgh
City Hall, Office of the Comptroller
Attn: Robert Van Vlack
83 Broadway
Newburgh, New York 12550

Responses that miss the deadline will not be considered.

Evaluation Criteria

Each proposal will be evaluated based on the information submitted.

An evaluation of the responses contained in the previous section will serve as a basis for the selection of a Consulting Arborist best suited to meet the City's needs. This may or may not be the Consulting Arborist who offers the lowest fee or costs. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

Proposals received within the stated deadline and containing all required information will be evaluated using the following criteria:

Evaluation	%	Description
Qualifications Experience and References	35%	Proposer's professional qualifications and technical knowledge. Experience in providing arborist services in urban environments substantially similar to the City of Newburgh and references;
Technical Approach and Workplan Schedule	25%	Proposer's plan to accomplish scope of services. Ability to perform the task in a timely manner, including comprehension of what is required; and Ability to be always available to accomplish the services.
Pricing, fees & Costs Savings	40%	Cost competitiveness considering all the above factors

Contract Terms and Conditions

Upon selection of a consultant, an agreement or contract for services shall be entered into by the City of Newburgh and the Contractor. It is expected that the contract will provide for compensation for actual work completed on a not to exceed basis. Standard terms and conditions can be found in Appendix A.

Terms and Conditions

1. The City may, at its option, request more information from any or all of the prospective respondents and or interview prospective respondents as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.
2. The City reserves the right to amend its evaluation criteria at any point, at its sole discretion.
3. The City may terminate the RFQ process at any time for any reason.
4. The City reserves the right to reject any and/or all proposals.
5. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the respondent or representatives of said respondent, but will entertain such requests.
6. The issuance of the RFP does not obligate the City to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

7. This RFQ does not in any way commit the City to reimburse respondents for any costs associated with the preparation and submission of proposals including but not limited to proposal preparation, telephone interviews, subcontractor agreements and or final contract negotiations.
8. The proposal chosen will be one that represents the best value to the City. This may or may not be the lowest cost proposal.
9. Upon selection of a firm/consultant, an agreement or contract for services shall be entered into by the City of Newburgh and Consultant. It is expected that the contract will provide for compensation for actual work completed on an hourly basis. Standard terms and conditions can be found in Appendix A.
10. The Service Agreement/Contract may need the approval of the Newburgh City Council.

Attachments:

Community Forest Management Plan
Approved Newburgh Tree List

OF

JULY 10, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
PRESENTING A KEY TO THE CITY AND
DEDICATING LAKE DRIVE AS JEH V. JOHNSON WAY**

WHEREAS, Jeh V. Johnson was a path breaking Black Architect, who made significant contributions to the architecture profession and the City of Newburgh community; and

WHEREAS, Mr. Johnson was a graduate of Columbia University, earning a Bachelor of Arts degree in 1953 and a Master of Arts degree in architecture in 1958, and after being drafted into the Counter Intelligence Corp of the US Army in 1953 and serving until 1954, he was hired by Paul R. Williams as a designer in 1956; and

WHEREAS, In 1962, Mr. Johnson cofounded the Gindele and Johnson company and focused on designing single and multi-family housing and community centers, churches and schools and during the 1960s, he designed the Lake Street apartment complex in the City of Newburgh and was named a fellow of the American Institute of Architects in 1977, the profession's highest honor; and

WHEREAS, in addition to his professional work as an architect, Mr. Johnson accepted a faculty position in architecture and design at Vassar College in Poughkeepsie, NY and served on the faculty for 37 years and was appointed by President Lyndon Johnson to the National Commission on Urban Problems in 1967; and

WHEREAS, it is fitting and appropriate to honor and celebrate the achievements, contributions to the architecture profession and community work of a trailblazer such as Mr. Johnson;

NOW, THEREFORE, BE IT RESOLVED, in recognition of the contributions and service to the Newburgh community by Jeh V. Johnson, that Lake Drive be named and dedicated in his honor as Jeh V. Johnson Way; that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with his family; and that a copy of this resolution be forwarded to them, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh hereby bestows upon the family of Jeh V. Johnson the ceremonial "Key to the City," representing this Council's respect, admiration and appreciation for his myriad of contributions to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

137-23

From: Mayor Torrance Harvey
To: Venning, Todd; Kelson, Michelle; City Council; Neppi, Michael; Valentin, Maria
Subject: Street Naming
Date: Tuesday, June 13, 2023 5:31:55 PM

Jeh V. Johnson

MEMORANDUM

To: City Government Executive Staff & City Council

From: Mayor of the City of Newburgh

Subject: Late Jeh V. Johnson - Street Naming Ceremony Proposal

I am writing to bring attention to the late Jeh V. Johnson, a path breaking Black Architect who made significant contributions to the architecture profession and our community. Mr. Johnson, who was born on July 8, 1931 and reunited with the ancestors in 2021, was named a fellow of the American Institute of Architects in 1977, the profession's highest honor.

Mr. Johnson was a graduate of Columbia University, where he earned his A.B. degree in 1953 and his MA degree in architecture in 1958. After being drafted into the Counter Intelligence Corp of the US Army in 1953 and serving until 1954, he was hired by Paul R. Williams as a designer in 1956.

In 1962, Mr. Johnson cofounded the Gindele and Johnson company and focused on designing single and multi-family housing and community centers, churches and schools. During the 1960s, he designed the Lake Street apartment complex here in the city of Newburgh. He also designed a coupling other buildings here as well.

In addition to his professional work as an architect, Mr. Johnson accepted a faculty position in architecture and design at Vassar College in Poughkeepsie, NY. He served as faculty for 37 years and was appointed by President Lyndon Johnson to serve on the National Commission on Urban Problems in 1967.

It is important to recognize Mr. Johnson's contributions to the architecture profession and our community. As Mayor of the City of Newburgh, I believe that it is our responsibility to honor and celebrate the achievements of trailblazers like Mr. Johnson. Therefore, I recommend that the city council consider renaming Lake Drive the Jeh V. Johnson street or way after him to ensure that his legacy is remembered for generations to come.

It would also befitting if we give his wife & the former secretary of homeland security a key to our city as well.

Thank you for your attention to this matter.

<https://www.thehistorymakers.org/biography/jeh-v-johnson>

Sincerely,

Mayor Torrance Harvey

Sent from Smallbiz Yahoo Mail for iPhone

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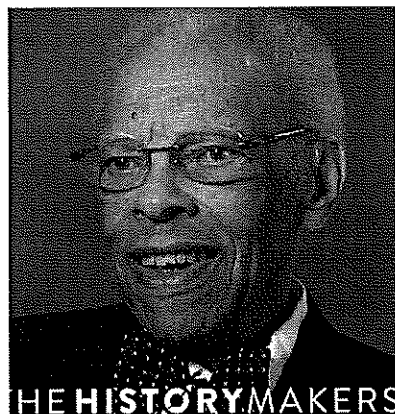


< BACK TO DIRECTORY



JEH V. JOHNSON

BIOGRAPHY



Professor and architect Jeh Vincent Johnson was born on July 8, 1931 in Nashville, Tennessee to Marie Antionette Burgette and Charles Spurgeon Johnson. He graduated from Pearl High School in Nashville, Tennessee in 1949. Johnson received his A.B. degree from Columbia University in New York in 1953 before being drafted to serve in the Counter Intelligence Corps of the U.S. Army until 1954. He then earned his M.A. degree in architecture in 1958 from Columbia University.

INTERVIEW

April 8, 2019

PROFESSION

Category: [EducationMakers](#)

In 1956, Johnson was hired by Paul R. Williams as a designer. After graduate school, he received the William Kinne Fellows Fellowship and traveled throughout Europe studying architecture. He later joined the architectural firm of Adams and Woodbridge Architects in 1958. In 1962, Johnson co-founded Gindele and Johnson, along with

Occupation(s): Professor
Architect

BIRTHPLACE

Born: July 8, 1931

Birth Location: Nashville,
Tennessee

FAVORITES

Favorite Color: Dark Blue

Favorite Food: Fresh Fruit

Favorite Time of Year: Spring

Favorite Vacation Spot: Martha's
Vineyard

FAVORITE QUOTE

"Goodness Gracious"

SEE MAKER CONNECTIONS >

William Gindele, where the focus of their work was on single and multi-family housing, community centers, churches, and schools. Two years later, Johnson accepted a faculty position in architecture and design at Vassar College in Poughkeepsie, New York. In 1967, he was appointed by President Lyndon B. Johnson to serve on the National Commission on Urban Problems. He also served as chair of the National Committee on Housing for the American Institute of Architects (AIA). In Detroit in 1971, Johnson co-founded the National Organization of Minority Architects along with several fellow members of AIA. In 1977, he was elected to the AIA's college of fellows. Johnson later served as partner at the architectural and design firm of LeGendre, Johnson, McNeil Architects from 1980 to 1990. Johnson's many architectural projects include the former Poughkeepsie Day School building, the Susan Stein Shiva Theater, the Poughkeepsie Catharine Street Center and Library, and the ALANA Center on the Vassar College campus. He retired from Vassar College in 2001 after thirty-seven years of teaching.

In 1997, Johnson was awarded a special citation from the New York chapter of the AIA for his advocacy on behalf of equal opportunity and housing issues.

Johnson and his wife, Norma Edelin Johnson, have two adult children, Jeh Charles Johnson and Marguerite Marie Johnson.

Jeh Vincent Johnson was interviewed by *The HistoryMakers* on April 8, 2019.

Johnson passed away on January 27, 2021.

INTERVIEW DESCRIPTION (FINDING AIDS)

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RESOLUTION NO.: 140 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2019 RELATED TO PROPERTY KNOWN AS
197 ANN STREET (SECTION 35, BLOCK 3, LOT 13)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF009722-2019; and

WHEREAS, Linwood Rhodes, Jr. filed an Answer to the tax foreclosure proceeding on June 29, 2023 with respect to the property known as 197 Ann Street (Section 35, Block 3, Lot 13); and

WHEREAS, the property owner indicated that he is prepared to withdraw his Answer and settle the action as it applies to the subject property; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 197 Ann Street (Section 35, Block 3, Lot 13), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2019 *In Rem* tax foreclosure action (Index Number EF009722-2019), as the sum of Twelve Thousand Five Hundred Ninety-Six and 55/100 dollars (\$12,596.55), representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

RESOLUTION NO.: 141 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2020 RELATED TO PROPERTY KNOWN AS
62 OVERLOOK PLACE (SECTION 45, BLOCK 7, LOT 30)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF007445-2020; and

WHEREAS, Patrick Worrell, by and through his attorneys, filed an Answer to the tax foreclosure proceeding on June 27, 2023 with respect to the property known as 62 Overlook Place (Section 45, Block 7, Lot 30); and

WHEREAS, the property owner indicated that he is prepared to withdraw his Answer and settle the action as it applies to the subject property; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 62 Overlook Place (Section 45, Block 7, Lot 30), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2020 *In Rem* tax foreclosure action (Index Number EF007445-2020), as the sum of Thirty-One Thousand Seven Hundred Twelve and 88/100 dollars (\$31,712.88), representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

RESOLUTION NO.: 142 - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2019 RELATED TO PROPERTY KNOWN AS
18 LAKE STREET (SECTION 34, BLOCK 1, LOT 23)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF009722-2019; and

WHEREAS, Rhodes of Newburgh LLC (by Linwood Rhodes, Jr., managing member), filed an Answer to the tax foreclosure proceeding on June 29, 2023 with respect to the property known as 18 Lake Street (Section 34, Block 1, Lot 23); and

WHEREAS, the property owner, by its managing member, indicated that it is prepared to withdraw its Answer and settle the action as it applies to the subject property; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 18 Lake Street (Section 34, Block 1, Lot 23), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2019 *In Rem* tax foreclosure action (Index Number EF009722-2019), as the sum of One Hundred Forty-Nine Thousand Twenty-Nine and 39/100 dollars (\$149,029.39), representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

RESOLUTION NO. 143 - 2023

OF

JULY 10, 2023

A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT
AND APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH LOCAL 589
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

WHEREAS, the City of Newburgh and Local 589 International Association of Fire Fighters ("Local 589") are parties to a collective bargaining agreement which term expired on December 31, 2021; and

WHEREAS, the City Manager and negotiators representing the City of Newburgh and Local 589 have engaged in collective negotiations for a successor agreement pursuant to the requirement of the Taylor Law; and

WHEREAS, the City Council has reviewed the terms negotiated as set forth in the attached Collective Bargaining Agreement between the City of Newburgh and the Local 589, which sets forth the terms and conditions of employment for the term January 1, 2022 through December 31, 2026, and has consulted with the representatives of the City, who have recommended that the City Council approve the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Memorandum of Agreement are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to enter into a complete collective bargaining agreement incorporating the terms of the Memorandum of Agreement into a complete collective bargaining agreement with Local 589 for the term January 1, 2022 through December 31, 2026.

143-23

6/9/23

STIPULATION OF AGREEMENT made and entered into this ___ day of June 2023, by and between the negotiating committees for the City of Newburgh and Local 589, IAFF, AFL-CIO ("the Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at the terms of a new collective negotiations agreement to succeed the one that expired on December 31, 2021; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

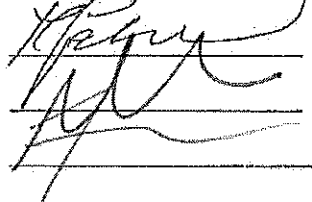
1. The provisions of this Agreement are subject to ratification by the Union's membership, and ratification and approval by the City Council.
2. The signatories agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the City and the Union.
4. All proposals made by either party during the course of negotiations which are not covered by this Agreement shall be deemed dropped.
5. The provisions of the 2018-2021 collective negotiations agreement will continue, except as modified by this MOA, in addition to any unrelated housekeeping/clean up changes agreed upon by the parties.
6. Article IX(A-E) (Salaries). Effective January 1, 2022, the annual salary rates for each position and step will remain the same as the rates in effect on December 31, 2021. Effective on the first day of the first payroll period following January 1, 2023,

6/9/23

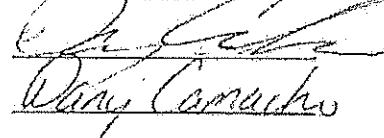
the annual salary rates for each position and step will be increased by 2% above the rates in effect on December 31, 2022. Retroactive payments for 2023 will be made within 30 calendar days from the date on which the 2022-2026 Agreement is fully ratified and approved. Effective on the first day of the first payroll period following January 1, 2024, the annual salary rates for each position and step will be increased by 2% above the rates in effect on December 31, 2023. Effective on the first day of the first payroll period following January 1, 2025, the annual salary rates for each position and step will be increased by 2% above the rates in effect on December 31, 2024. Effective on the first day of the first payroll period following January 1, 2026, the annual salary rates for each position and step will be increased by 2% above the rates in effect on December 31, 2025.

7. Article XV (Clothing Allowance). Effective July 1, 2023, change \$750 to \$1,250.
8. Article XLII (Term). Change 2018 to 2022 and 2021 to 2026.
9. Article XLIV (Employee Benefit Fund). Effective July 1, 2023, delete.

FOR THE CITY:



FOR THE UNION:



OLD BUSINESS

There was no old business to discuss at this time.

NEW BUSINESS

Councilmember Martinez commented. She would like to request block captains and she would like to explore available funding. Also, she wants to be able to circle back to the discussion on the street dedication in memory of Harvey J. Burger, Jr, as requested by former councilmember Cindy Holmes.

Councilmember Shakur remarked. He would like to start a conversation with Varick Homes to see how the city council can help them with their problem.

Mayor Harvey remarked. His assistant Maria Valentin has created a digital flyer to go around so that he can have coffee chats in each ward to hear the ideas and challenges that residents are facing in their wards. He encouraged his colleagues on council to look out for and reply to the emails. This would tie into the block captains that Martinez mentioned. Let's try to get some dates up between now and September.

There was no other new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice remarked. He attended the Marc's Friends event earlier today. It is important that he stops by at these types of initiatives, especially when a person in the community can take something tragic and turn it into something positive. That block is special to him because he grew up in that area of Newburgh. He reminded everyone about the Love Your City event, which is scheduled for July 22, 2023. As a councilperson, he is supporting the event by donating funds to it. He also supports it as a co-business owner. The culminating event will be held at Delano-Hitch, because we really do love our city.

Councilmember Martinez commented. She supports the ETPA study, and she would like to get an update. She supports the Air BnB regulations, because our housing market should not be treated as a business. She is looking at it from a humanitarian side. The crime rates have increased in the city. Peoples' basic needs have to be met, and people need jobs to be able to put food on the table for their families. Also, services for the youth are necessary. She attended Marc's Friends block party. Statistically crime rates go up in the summer. Martinez has had family die due to senseless gun violence. She pointed out that we, as a city, are more than those statistics that outsiders place upon us. We are

better than that. We should not have to beg people to stop hurting our youth when we should be working and coming together as a village to provide services for our children, who have a lot of potential, but don't necessarily have the resources. She wants to continue working with groups like Marc's Friends. Let's put aside the egos. Martinez has seen things fall apart due to big egos. It is more than getting credit for something. Let's put that aside and actually get work done to have the results that we want to see.

Councilmember Monteverde commented. She has been receiving lots of calls about the maintenance of our municipal lots. The garbage is starting to pile up, and it is getting bad again. One community group, in particular, goes out every week to clean. You can follow them on Instagram and meet up to help them cleanup. She met with Broadway Business Alliance. The organization brought up a list of questions that she wants to review with her council colleagues and the city manager. She knows it is tough, but who wants to shop on Broadway, our main street in the city, when it looks the way that it does? It is getting old, but we've got to clean up our city. It doesn't look inviting, and children don't want to play in garbage either. We have to love our city just as Grice stated. Let's keep our city clean, and let's buy and provide the bigger garbage cans so that we don't have an issue with garbage.

Councilmember Shakur commented. We need to discuss the transportation issue in Newburgh. When the Casino came here, he asked them why they wanted to come to Newburgh. They stated they wanted to come here because Newburgh has access to ten million people. Yet, we don't have any transportation within the city or out of the city. We need transportation down at the waterfront, and for jobs located outside of Newburgh. Everybody can get to our city, but Newburgh residents can't get access to those jobs. It is a huge problem, and he wants to discuss it further. Newburgh is only four-square miles; but there are a lot of jobs situated outside of the city. Legoland, Amazon, and other job opportunities are available; but the challenge is our residents accessing them.

Councilmember Sklarz thanked everyone for coming out tonight and remaining for as long as they have tonight.

Mayor Harvey reminded everyone that there is a listening session regarding the transportation scheduled for Wednesday July 12, 2023. Orange County controls the transportation in Newburgh. He has met with the County Executive and his entire team during Covid-19, and even prior to Covid-19. He has asked the County to look into new software so that people can access real-time information regarding the buses on their phones. Also, we are looking at ways in which our residents, who reside in the downtown area of Newburgh, can reach the main employment hubs in our county. We have asked this question on multiple occasions, and we have to reimagine the transportation system for our city. He plans to attend the listening session. He encouraged everyone to attend it too. The garbage was a good point that was mentioned. A person asked him what he has done for the youth in Newburgh. There are multiple things for young people to do. Youth have been able to work during the Summer Youth Employment program; and in 2020 a private donor donated \$500K during Covid-19 to help put kids to work in various city

departments. Harvey stated that he went to Washington, D.C. on two occasions and met with the Department of Justice for funding for anti-gun violence, which was featured on C-Span. The saying that there is nothing for the youth to do in Newburgh is an old narrative that is simply not true. We have the Newburgh Boys and Girls Club, Armory Unity Center, YouthBuild and Newburgh Performing Arts Academy to name a few. There is so much available, that is geared for young people in our city. Also, he and George Garrison will be having additional conversation about the street sweeper program, which was implemented to help get individuals reentering society after incarceration back to work. Harvey wants to reinvigorate the program and beef it up. If we get more people working under that program, then we'll have a clean city.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:12 P.M.

**KATRINA COTTEN
DEPUTY CITY CLERK**