

A regular meeting of the City Council of the City of Newburgh was held on Monday, November 13, 2023, at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

During the Moment of Silence, Mayor Harvey implored everyone to think about peace in the Middle East.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Torrance Harvey, presiding; Councilmember Grice, Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles-7

COMMUNICATIONS

Approval of the minutes from the City Council meeting of October 23, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 23 de octubre de 2023

Councilman Shakur moved and Councilwoman Sofokles seconded.

**Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Carried**

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

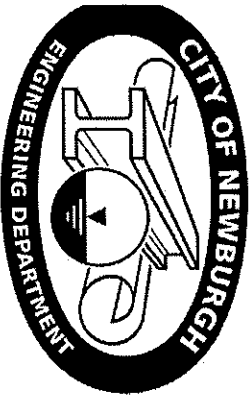
City Manager Todd Venning highlighted key points in City business.



City Manager's Update

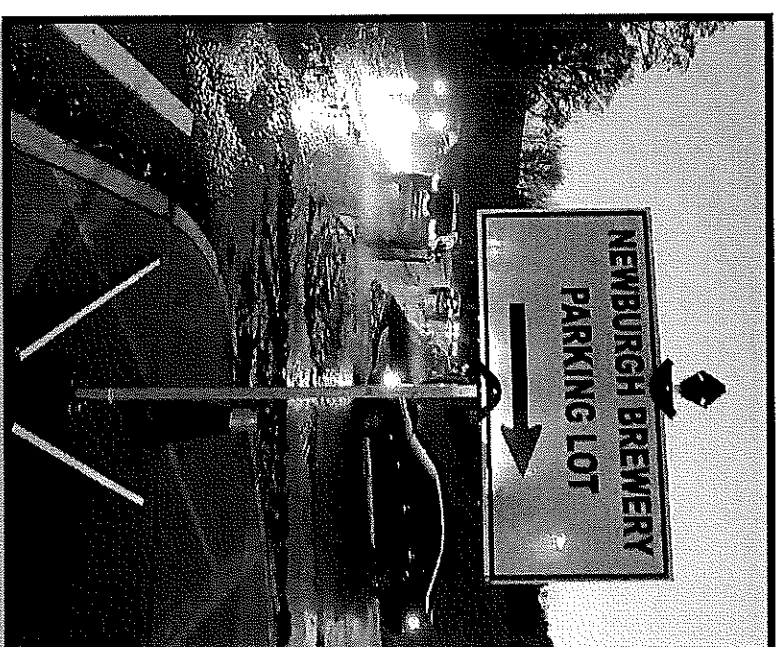
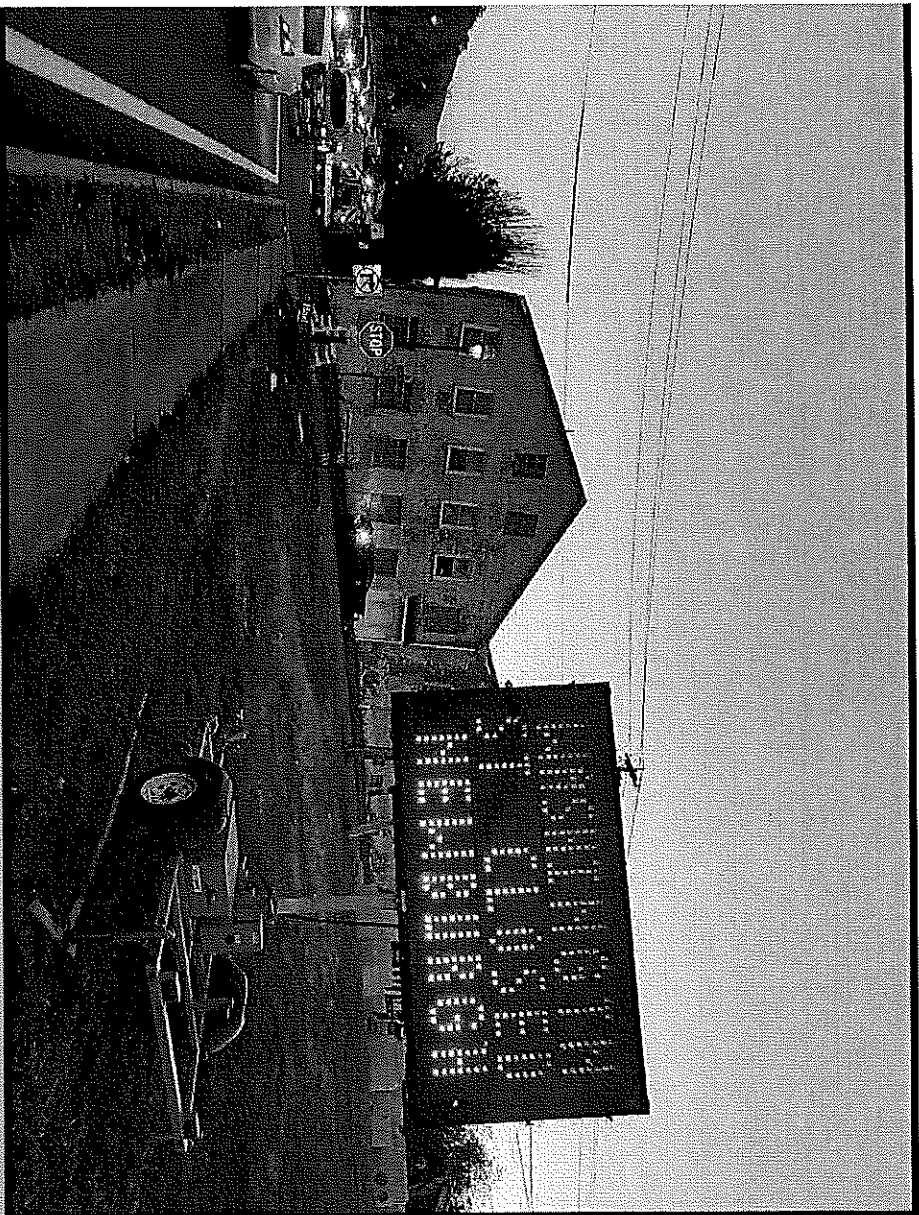
Newburgh City Council Meeting

Monday, November 13, 2023



ENGINEERING DEPARTMENT UPDATES

North Interceptor Sewer Replacement Project



**Temporary Closure of Washington Street
& Reopening of Second Street and South William Street**



ENGINEERING DEPARTMENT UPDATE

Walsh Road Bridge

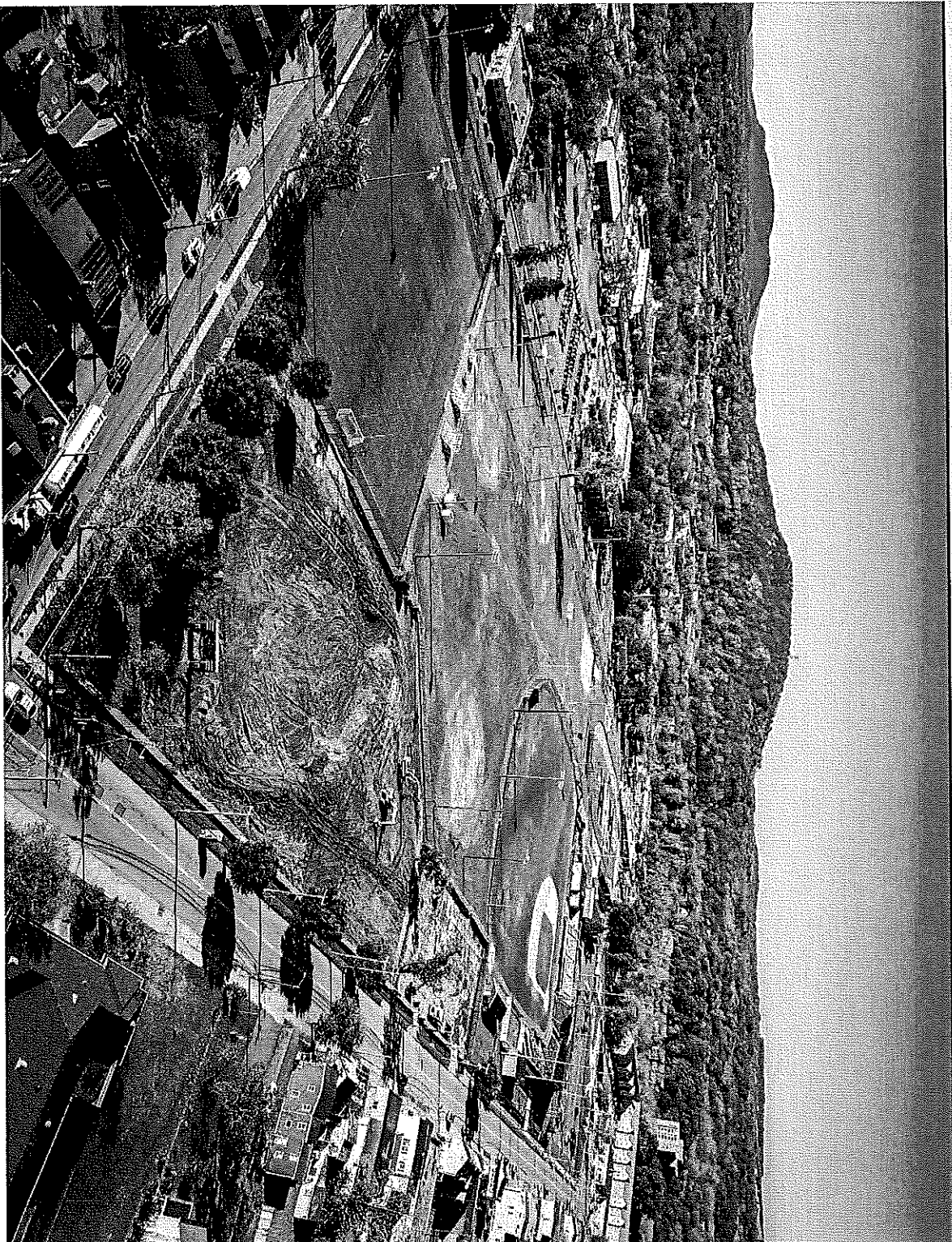


**ALTERNATING ONE-LANE TRAFFIC
BEGINS THURSDAY, NOVEMBER 16, 2023
AT 10:00 A.M.**

**The City will be issuing additional closures of
Walsh Road Bridge in the upcoming months to
for the full replacement of this bridge**

RECREATION DEPARTMENT UPDATE

Delano-Hitch Aquatic Center



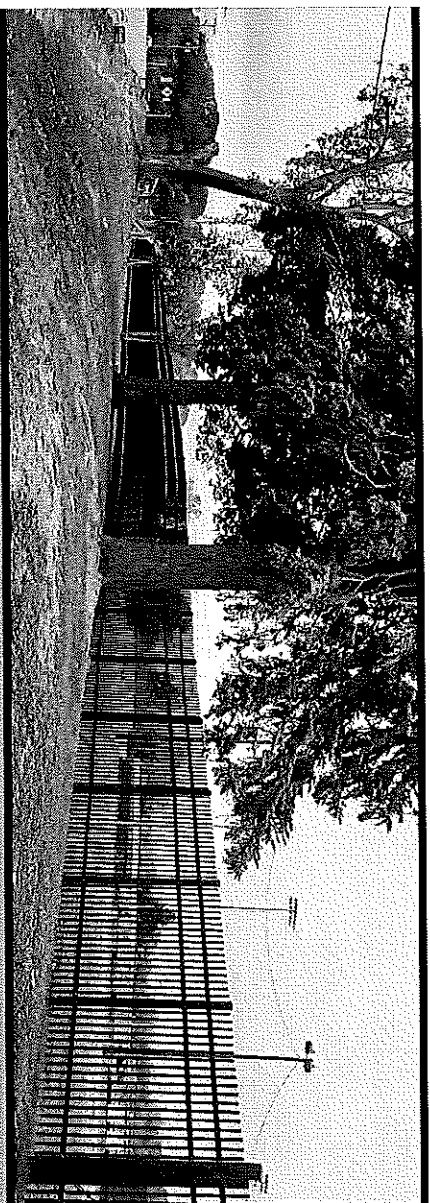
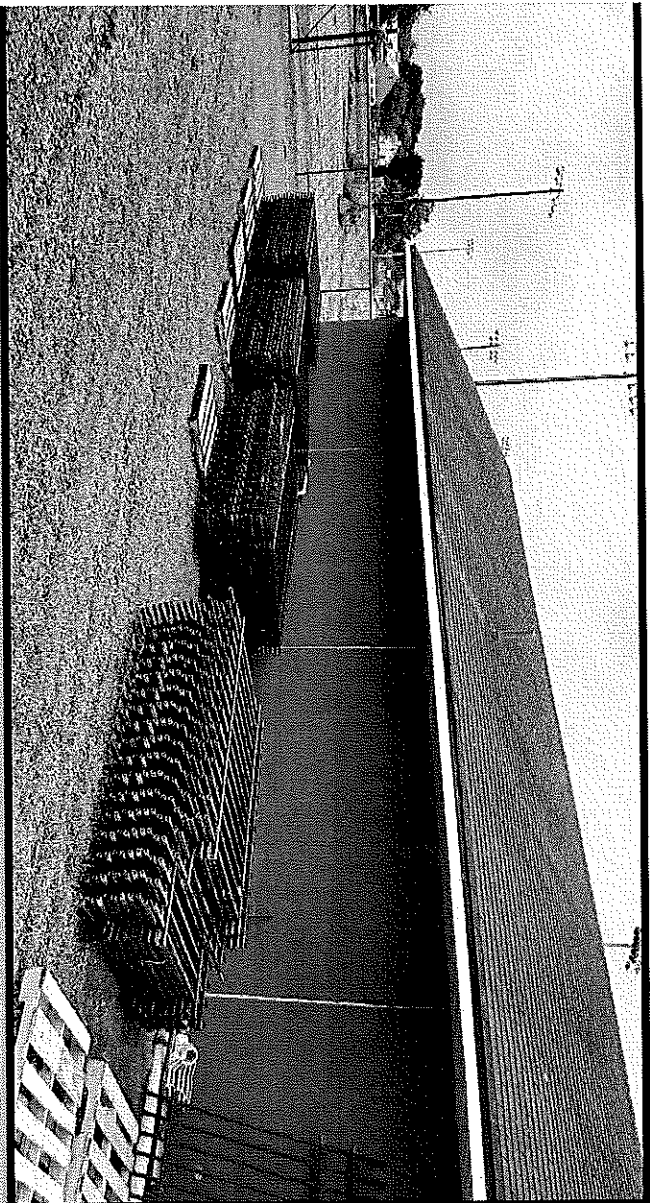
**Pool demolition
complete**

3320

**Anticipated opening
NEW Delano-Hitch
Aquatic Center
Summer 2010**

RECREATION DEPARTMENT UPDATE

Delano-Hitch Revitalization

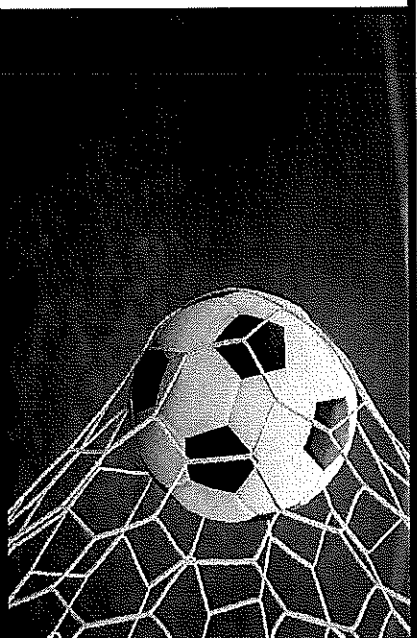
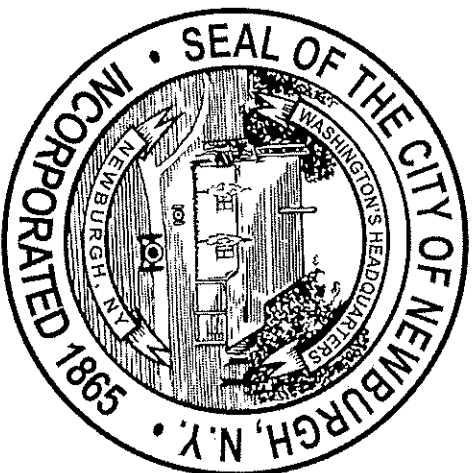


**New rooftop HVAC unit ins
&
700 ft. of fencing was sa
totaling \$90,000**

RECREATION DEPARTMENT UPDATE

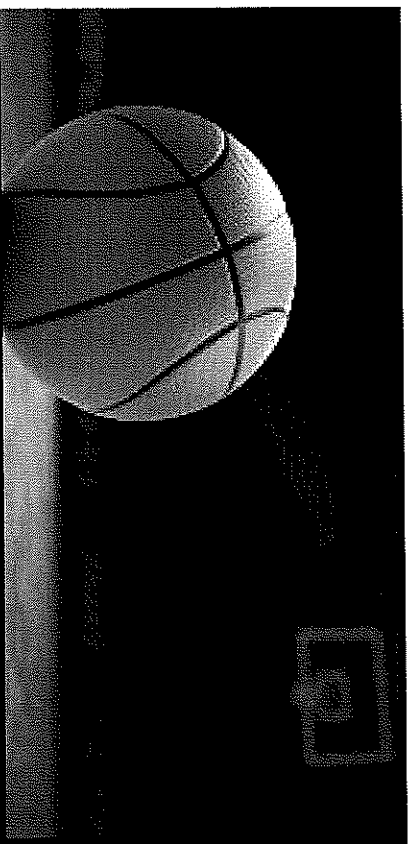
Fall Programs!

REGISTRATION IS OPEN!



SOCCER

3322



BASKETBALL

Register in-person at

Activity Center

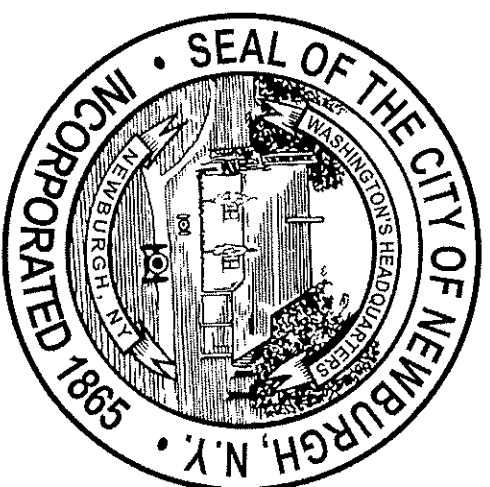
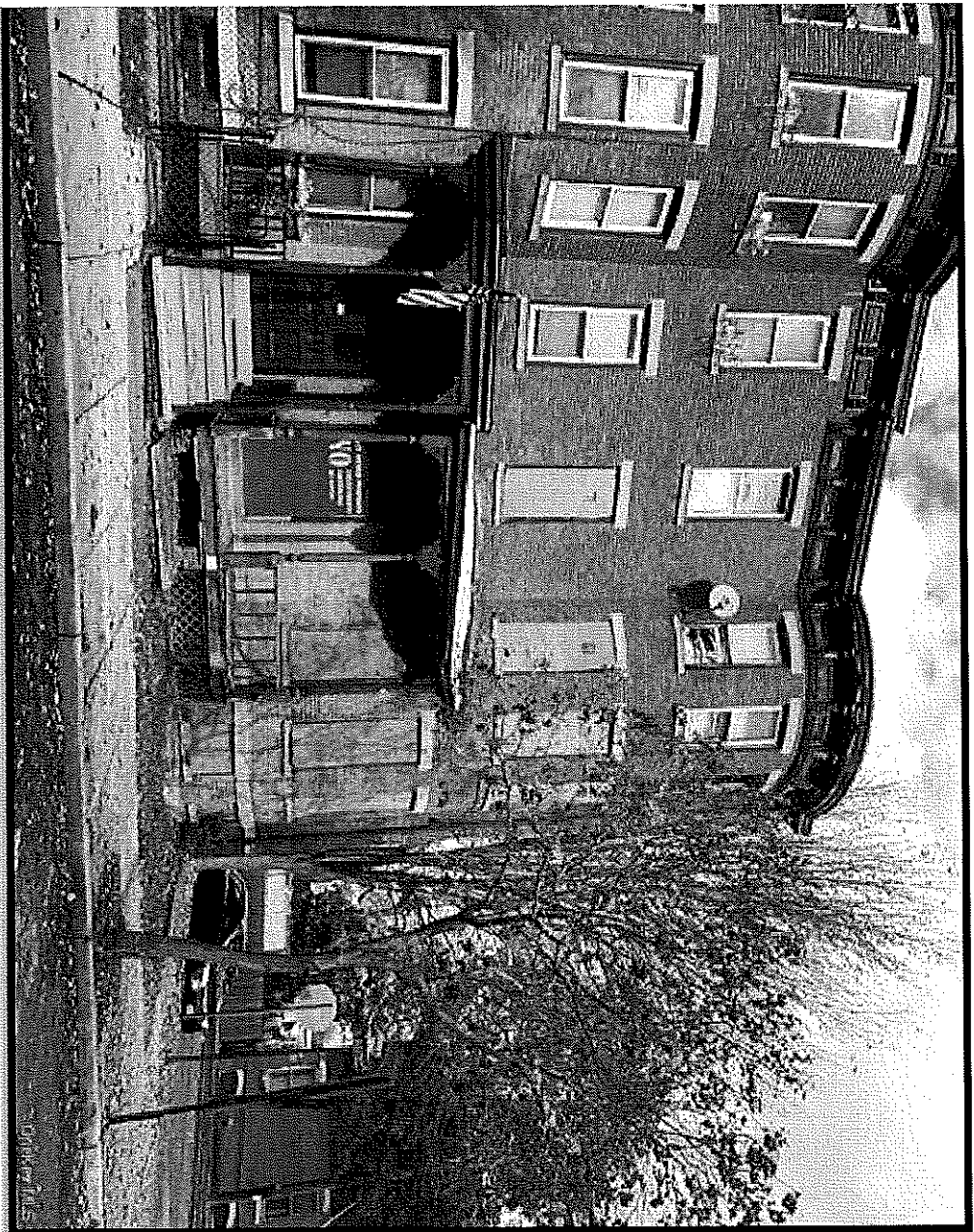
401 Washington St

For more information

Call: 845-565-3222

REGISTER ONLINE - <https://cityofnewburgh.recdesk.com/Community/Programs/FallPrograms>

146 RENWICK STREET FOR SALE!



CITY-OWNED PROPERTY FO

3323

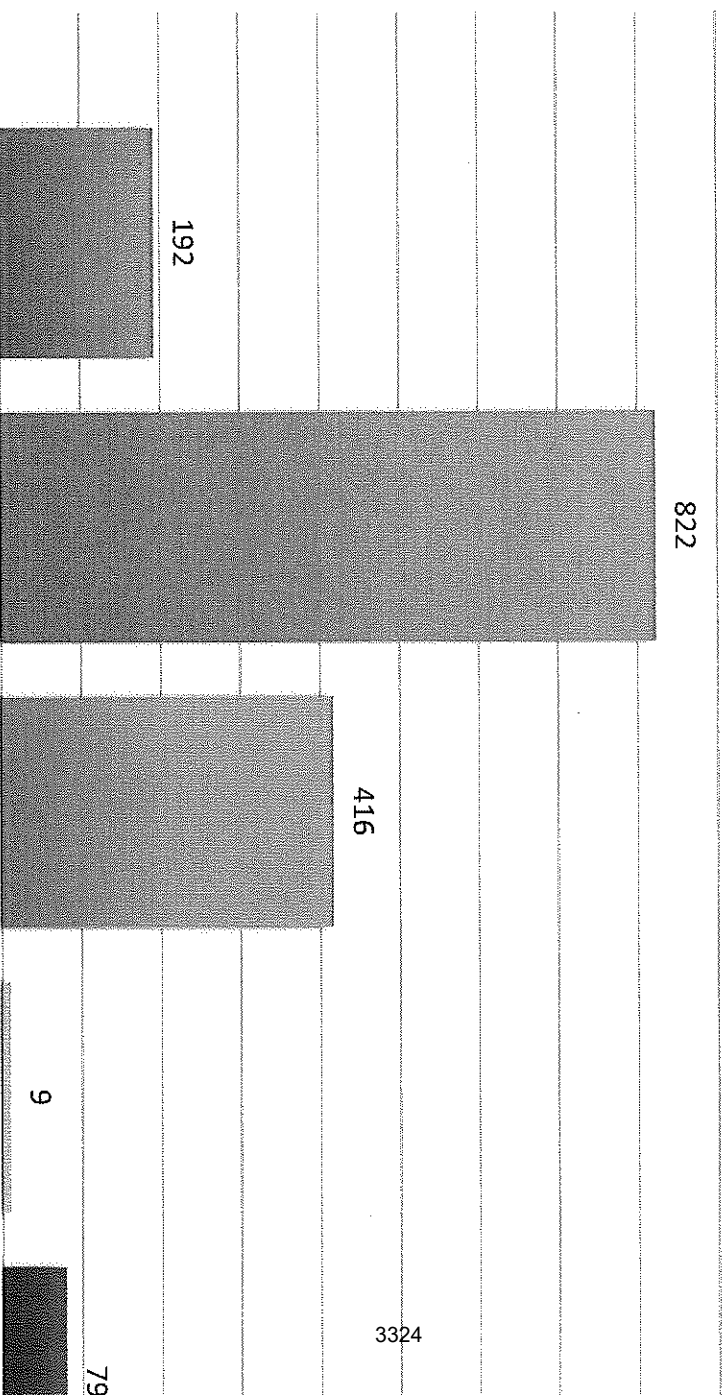
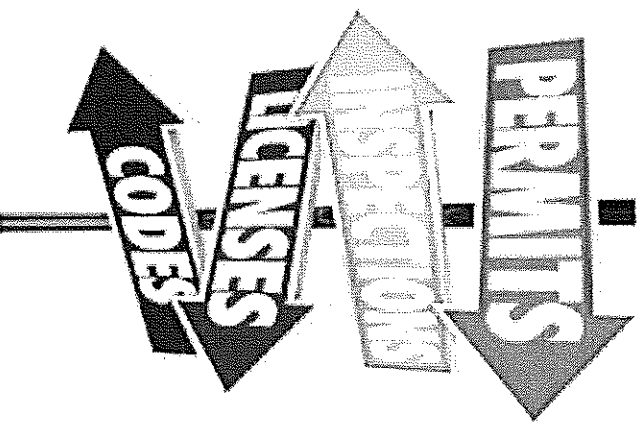
- Minimum asking price is \$1
- Full renovation is needed

Call for more information

845-546-8387

CODE COMPLIANCE UPDATE

Month of October 2023



■ Construction Permits Issued

■ Inspections Completed

■ Notice of Violation Writt

■ Sent to Court

■ Complaints Closed

CIVIL SERVICE EXAMS ANNOUNCED

Firefighter and Firefighter (Spanish speaking)



LAST FILING DATE

November 30, 2023

DATE OF EXAM

January 13, 2024

MINIMUM QUALIFICATIONS/REQUIREMENTS TO APPLY TO TAKE EXAM

* **RESIDENCY:** Candidates must be a legal resident of New York State at time of application. It is the responsibility of each candidate to notify the civil service office, in writing, of any change in physical, mail or email address throughout the existence of the resulting eligible list.

* **FILING FEE:** There is a \$50.00 application filing fee for each separately numbered exam. The fee is non-refundable for disqualified or failure to appear candidates, each candidate should be sure they meet the minimum qualifications and complete the application in full. THE FEE MUST ACCOMPANY THE APPLICATION AND MUST BE SUBMITTED ONLINE ON OR BEFORE NOVEMBER 30, 2023. APPLICATIONS RECEIVED BY MAIL WILL NOT BE ACCEPTED AFTER POSTMARK DATE OF NOVEMBER 30, 2023. See reverse side for fee waiver information.

* **AGE:** There are no age limits to take the exam.

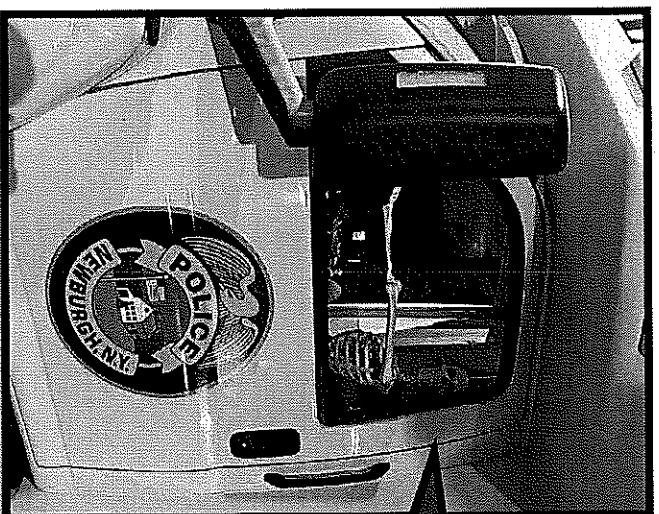
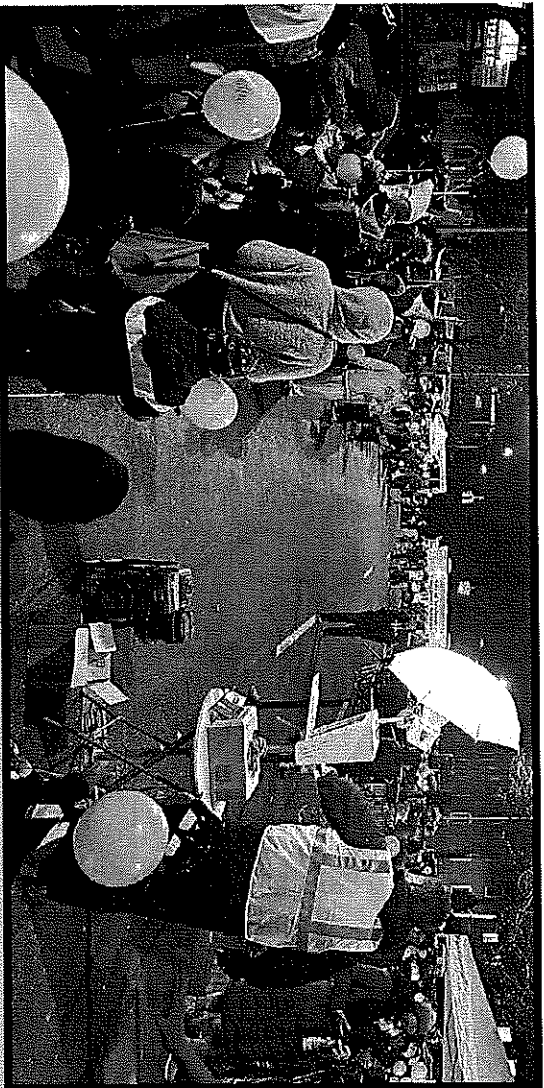
* **EDUCATION:** Graduation from high school or equivalent diploma.

THE CITY OF NEWBURGH IS AN EQUAL OPPORTUNITY EMPLOYER

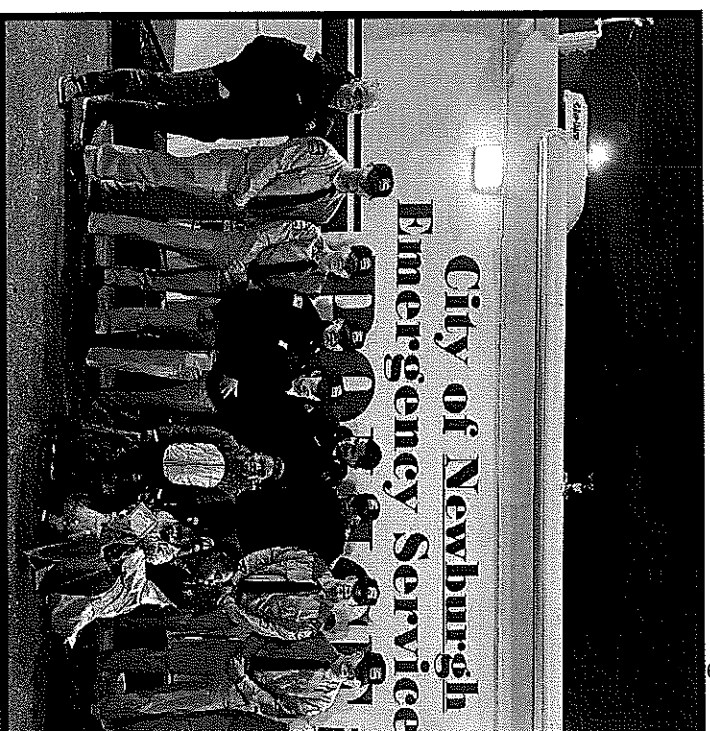
Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free from discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

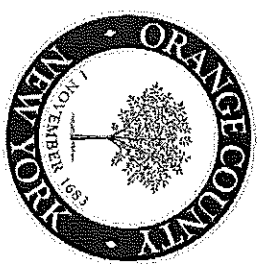


2023 TRUNK OR TREAT



JOIN
NEW
YEAR





Orange County

Board of Election Results

As of November 8, 2023

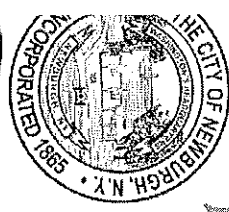
City of Newburgh

3327



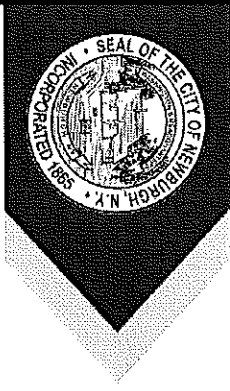
Candidate	Vote
Torrance R. Harvey	Mayo
Omari Shakur	Council Large
Robert Mclymore	Council Large

COMMUNITY UPDATES



CITY OF NEWBURGH ANNUAL SEARCH FOR A CHRISTMAS TREE

- 1 MUST BE AT LEAST 25 FEET HIGH
- 2 MUST BE A BLUE SPRUCE (OR SUITABLE ALTERNATIVE)
- 3 MUST BE IN GOOD HEALTH
- 4 SUBMIT YOUR TREE TO ADMINISTRATIVE ASSISTANT VIA E-MAIL: OBPALMA@CITYOFNEWBURGH-NY.GOV
- 5 OR CALL 845-569-7301



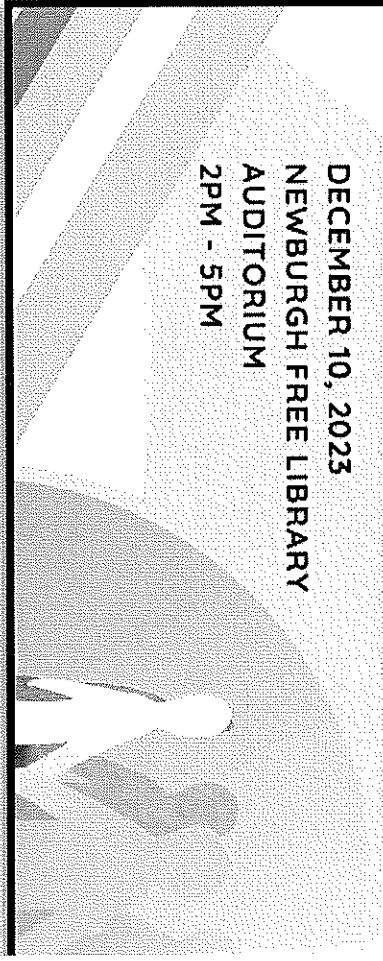
CITY OF NEWBURGH

HUMAN RIGHTS DAY

JOIN THE 75TH CELEBRATION OF HUMAN RIGHTS DAY
THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION

RECOGNIZE LOCAL
HUMAN RIGHTS HEROES!

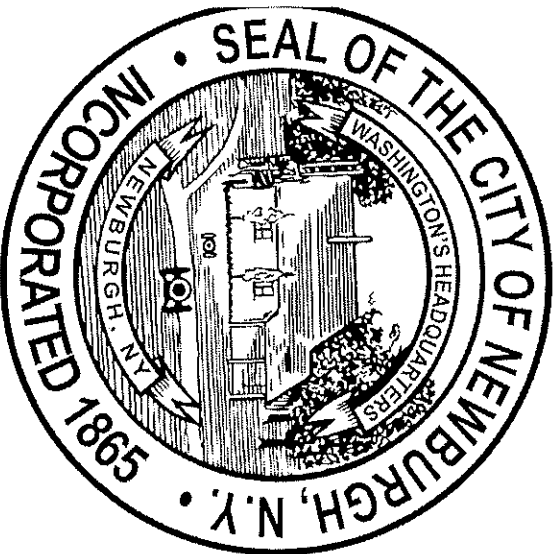
DECEMBER 10, 2023
NEWBURGH FREE LIBRARY
AUDITORIUM
2PM - 5PM



COMMUNITY UPDATES

SANITATION COLLECTION CHANGES





BOARD & COMMISSION VACANCIES REMINDER

BOARD OF ASSESSMENT REVIEW
BOARD OF ELECTRICAL EXAMINERS
DISTRICTING COMMISSION
POLICE COMMUNITY & RELATIONS
REVIEW BOARD
TRANSPORTATION ADVISORY COMMITTEE

- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA E
333
BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION
CITY HALL – 83 BROADWAY

***Residency requirements may apply**



CONTACT US

Members of the news media are asked to direct all press inquiries to:

press@cityofnewburgh-ny.gov

PRESENTATIONS

Public Hearing - 2024 Budget

Mayor Harvey called a public hearing to receive comments from the public concerning the City's 2024 Budget.

Andrew Schriver commented. He would like the council to consider providing additional monies to Corporation Counsel in the approval and reviewing of land use decisions. There is a significant number of applications that come through that office, and he feels the office could benefit from additional staffing. It is a need that he perceives as he continues to work to increase housing availability in Newburgh.

Maggie Mehr thanked the council for giving *Keep Newburgh Beautiful* time to present its pilot program, replacing the non-compliant trash bins with proper 96-gallon toter bins along Broadway. She has noticed a significant decrease in litter in the targeted areas. She asked the council if the city could expand the program. There is a grave deficit of information. If we could have town hall workshops and a mailing campaign, then this could help create awareness about the sanitation laws. She recommended that the city invest in the pilot program, and she hopes that they can work together on it.

Chuck Thomas congratulated the newly elected officials. We have collectively kicked the can of climate change down the road for years. We have to take a stand for our children, grandchildren and our city's future now. He thanked the city's legal team for helping the CAC develop a proposed budget to begin to address climate change, including the planting of more trees for less money. It is important that CAC keep providing advice on activities regarding the Waterfront Local Revitalization project, as well as the Waterbody Protection Overlay District. Thomas hopes the council sees fit to continue defending our grandchildren from the heat, cold and flooding that is caused by climate change, by supporting the CAC's budget.

Michelle Basch, resident and business owner, commented. She would like to see the process of going through the different boards become more rapid. She would like to see work groups implemented, so that they can work with the big projects *prior* to them coming before the ARC. The board is made up of volunteers; but the council and JK are both paid by the city. If we could get them additional funds, then it would help prevent the constant tabling of decisions and having to have them come back in a month.

Mark Sanchez Potter, City of Newburgh resident, commented. He thanked the council for its commitment to the CAC. He is very much appreciative of all the work the city staff does. It is his sincere hope that the CAC and city council can continue to work together on the goal of Newburgh becoming a climate-smart city.

There being no further comments, the public hearing was closed.

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

Sade', City of Newburgh resident, commented. She mentioned the youth employment program. She realizes that only eleven spots were open, but we have more than eleven children in the school district. The Black and Brown community makes up the majority of children in the Newburgh school district. She hopes that at least one position will go to a Black or Brown child. Half of the children are homeless, because rents are sky high. Families can't afford to live here. Our wages don't match the rents that landlords are asking. How do you expect children to be able to get their needs met, if they don't even have a kitchen table or countertop to do their homework. Often, there are multiple families living in one household. She works at a school in Newburgh. Every day one of her Pre-K students tells her that he used the bathroom at the hotel. He goes home to a hotel. Are you satisfied with that? You are our elected officials. You need to take care of this housing crisis. She hears these budgets coming through, but you don't even have parking for some of the new housing developments. You are failing the residents that have put you into office.

Mayor Harvey broke protocol. Alexandra Church pointed out that this is an Orange County program. The City of Newburgh is a job site. At this time the city is providing the job site for the positions. Harvey recalled the Mayor's Summer Youth Employment Program that was put together in 2020. We employed 60 young people during Covid-19. A private and wealthy citizen from Connecticut called him and personally donated \$500K to help get young people, who were stuck at home during the pandemic, working outside, where they could be socially distant. Mr. Vradenburgh and Mr. Garrison and other department heads were involved. That is the kind of thing that we do in our city; but this is a county program. It is the county's budget and they hired eleven kids. Harvey stated that everyone would agree that we need to service way more than eleven children. We need to hire 1100 kids.

Stephen Pampinella, City of Newburgh resident, commented. He commended the city for releasing the vacancy study. It indicates a rate of 4%, which is necessary to activate ETPA. He is looking forward to that. It will be so important for tenants who are struggling with housing issues. Also, the creation of a rent guidelines board will help keep Newburgh affordable. This is one more tool in our toolbox to make sure Newburgh remains affordable for working class and middle- class people. He urged the mayor and council to declare a housing emergency and enact ETPA.

Michelle Basch commented. From what she understands, the vacancy study only looked at buildings that have six units or more. It is her assumption that the rent control will only be on buildings that have six units or more. She needs clarification. Basch stated that she spoke to workers on Liberty Street, who were pulling up the bluestone. The bluestone is part of the fabric of this city. It is a lot less expensive to maintain than concrete. Kingston has regulations on how to maintain their bluestone. Bluestone and cobblestone are taken care of in all historic cities. Is it true that Newburgh intends to pull

up all its bluestone in exchange for concrete? She is a product of the 1960s, and she will lie down on her bluestone, as no one is going to pull it up from under her.

Daniel Atona, City of Poughkeepsie, commented. He congratulated the council members on their re-election. *For the Many* looks forward to working with the council to advance both policies on housing and environmental justice. The great news is that Newburgh is eligible for rent stabilization, as indicated in the vacancy study. Atona thanked the mayor and council for allocating funding for the study. He commended all city departments and staff who were involved with it. He urged the council to schedule a public hearing for December 11th to declare a housing emergency. He also implored the council to schedule a meeting to vote on the housing emergency declaration before the end of the year, as the public does not want to wait another year before the emergency is declared. A lot of landlords are going to make a lot of threats; but they are not the majority. Go with the majority of your constituents, which are your renters. Atona mentioned the death toll in Palestine reaching 11,000. He urged members of the council to call on Congressman Ryan to support the ceasefire.

Mark Sanchez Potter thanked the council for the vacancy study. He knows they are getting a lot of flack on it from both sides. The study is at 4%, so we are able to opt into ETPA. We need to declare the housing emergency and establish a rent guidelines board. New York City has done it for decades and there are dozens of municipalities throughout New York State that have established rent guidelines boards. We have a chance to show tenants they are going to have some real protection. We need to think critically in this case. Also, Representative Pat Ryan needs to call for a ceasefire.

Migdali, City of Newburgh resident and member of *For the Many*, commented. She supports a declaration of the housing emergency. She thanked the council for conducting the vacancy study. She urged them to make it a priority. She would've been homeless with her 3-year-old child. When she was in court, she saw many people facing evictions. It is impossible to pay rent, electric and gas. We can't afford to eat because inflation of food has gone up. We need the support of all of the council. She sees the struggles that people face on a daily basis. You have the power to do something about it. As a mother she is heartbroken. She urged Pat Ryan to call for a ceasefire now.

Nadine Spear, Henry Avenue, commented. Some of data used in the survey to declare a housing emergency is inaccurate. She believes she filled out the survey incorrectly. One question was not clear to her, and so she feels potentially it may not have been clear to others, which would skew up the data on this tiny pool of sixty-eight buildings that is being reviewed for rent control. She pointed out that the law would only affect sixty-eight buildings in Newburgh.

John Behr, City of Newburgh resident, commented. He has lived here for nine years. He and his partner work hard to make a safe place for their tenants. There are a lot of things they can't control, such as taxes, assessment rates, utilities. One thing that will be impacted by a cap on their ability to increase rent is maintenance on the buildings. A cap is a de-incentive on maintenance on buildings that are expensive to keep up. We want

long-term tenants, and a rent cap ties our hands behind our backs. If a tenant moves out and they need to renovate a kitchen or bathroom, or both, that could be a huge expense to them. If this continues in the long-term, then they will make less money to be able to maintain six units, as opposed to just one. We need to do what we can with what we can control.

Mayor Harvey broke protocol and had Corporation Counsel clarify some points concerning the declaration of the housing emergency.

Michelle Kelson clarified that the vacancy study only includes buildings that would be eligible under ETPA for rent stabilization. The class of buildings surveyed would remain eligible for rent decisions made by the duly appointed rent guidelines board. She read the legislation, and it is specifically for buildings constructed prior to January 1, 1974, along with other exclusions that are noted within the study itself. As far as the duration of rent control we're getting way ahead of ourselves. It would have to be determined, in the course of us following procedure, the interval for which the housing emergency would be declared. This has not been established yet, as we are still in the fact-finding phase. The housing emergency cannot last in perpetuity. It has to be re-evaluated at a regular interval. There is nothing in ETPA that tells you what that interval is or should be. Rent guidelines boards operate on a year-to-year basis.

Carl, City of Newburgh resident, commented. He thanked the council members that reached out to help him with his situation. He still feels like we are on a clear path to \$3K rents. It is going to be for corporate landlords and big slumlords that have the money to be able to fend for themselves. It is not a friendly environment for small landlords like himself. They can hire fancy lawyers. If we think Newburgh is bad now, then what do you think is going to happen when the big corporations raise rents. We can continue to talk, or we can take action. We need a landlord-tenant forum of some sort. He has been a tenant since 1995, so he knows what it is like to rent. He didn't even know he had rights as a tenant. It is an 'us' versus 'them' mentality. One building owner on his block ended the tenancy because he hears about what is happening; so, this results in one less unit of housing available. Less units available means higher rents. People hear how landlords are being abandoned and they don't want to deal with it. We need to help some tenants become landlords, through education workshops concerning the process of homeownership. There also needs to be more communication.

Mayor Harvey commented. A landlord-tenant association is something the community should organize. Perhaps Carl, a landlord, could reach out to Ms. Burks, who is tenant, to discuss the relationship between tenants and landlords. The council would be able to attend those meetings, and they would be supportive of it.

Andre Niles, Liberty Street, commented. He sees some progress made on the housing front; but are there plans for anything job-related so that people will be able to afford the actual apartments? Are there any plans to attract businesses that pay well? It was reported that there were 406 codes violations. Landlords aren't fixing things now, so

having a rent freeze is not going to change the frequency of owners being able to repair their apartments. It is a weak argument in his opinion.

Elizabeth, Newburgh resident, echoed the sentiments of her friends at *For the Many*. She implored the council to declare a housing emergency and opt-in to ETPA before the end of the year. Also, a rent guidelines board needs to be established. She also supports the *Homes are Not Hotels* bill to ban vacation rentals, in which the host doesn't live in the home. She would like the council to consider the zombie properties in Newburgh. Investors should not horde homes like collectibles. If they can't keep up their buildings, then the city needs to step in and take them back so it can provide housing to actual Newburgh residents. She demanded that Pat Ryan call for a ceasefire.

Alex Vursta, resident of Nyack, New York, commented. He bought his first property on Fullerton Avenue thirty years ago. He didn't make money off the building for many years. A lot has changed since then. He keeps up his properties and takes care of his tenants. If there is an emergency, then he gets it done. Most of his tenants have been with him for many years. One guy, who rented from him for nine years, ended up having a medical emergency and couldn't afford to pay rent for a couple of months. They made an arrangement, in which the guy paid Vursta an additional \$50-\$100 each month until he caught up. Then Covid-19 hit, and the tenant found out he had rights and stopped paying rent. It took him a year and a half to get him out. It is not right that anybody has a right to dictate what he is going to charge for rent. It is because of our government that we are like this. It is not a landlord's responsibility to pay his tenant's rent. Renters should seek government assistance or Section 8. This is America, and this housing crisis isn't just here in Newburgh. The money doesn't go into landlords' pockets. Prices are rising for everybody, not just for tenants but for landlords too.

Briget McMillan, Benkard Avenue, commented. She thanked the council for getting the vacancy study completed. She is happy to be living in a building in her community. Her landlords take care of the building. There are many cases in which buildings will not be taken care of unless the law steps in though. She understands maintenance is expensive; but regardless of the expense, it is the landlords' responsibility to maintain their properties. Tenants will not stand for any threats of landlords not maintaining their properties. The city can dictate what landlords charge, if and when you pass ETPA. If career landlords decide they are not making enough money off their properties, then they are the ones who can go out and get better jobs. She looks forwards to the public hearing on December 11th. The *Homes Are Not Hotels* bill is another issue down the line; but this is our top priority right now.

Rene Mejia, First Street, commented. It is mind-blowing to hear that Newburgh is just an investment to many people. Sometimes you can make the wrong decision, but that is not the tenant's fault. They are already rent burdened by the economy. A majority of the people who live here don't make market rate prices. There are people in our community living well below their needs. Organizations, such as *For the Many*, exist because there are people in this community who are being taken advantage of. They rely on our representatives, who we chose to re-elect again, because they know what they are doing.

Tenants will always outnumber landlords. You must do what is right for the majority of residents. It is important that the council vote for the public hearing, because then you have done your part. Then it falls on the rent guidelines board to do its work. Mejia will continue to bring out people in the community who are suffering. Those are the people you should be protecting, not the ones who chose to invest here.

Leeann Rivers commented. Rents were decent when she first moved here, and her landlord cared and made sure everything was in working order. Tenants took pride in the building, because they had a good landlord. Then he sold the building due to health reasons. When the new landlord came in he fell short on promises. Now they have a management company that doesn't do anything to take care of the building. It happened in Brooklyn and Harlem, and it is happening in Newburgh, Poughkeepsie and Kingston. People come in and buy up properties and say they are going to do right; and then they don't. When she first came here, she heard about the reverter clause, in which owners had eighteen months to fix up the properties or risk it being conveyed back to the city. She sees a lot of things being sat on. It is all about a dollar for a lot of landlords. If she stops paying her rent, then she is in the wrong; but, if she withholds rent and puts it into an escrow account and gets together with the other tenants in the building to do a rent strike, then things seem to get done. If tenants start to honor their own rights that they have then things will start to change.

Dino Wendt, Catherine Street, commented. He emphasized a critical need for the council to hear the public, who is facing escalating housing prices. Landlords are not going to do repairs regardless, even with rent increases. There are a lot of buildings in Newburgh that are in need of repair. Many landlords don't reside in Newburgh. It is imperative that we declare a housing emergency and opt-in ETPA. Vacation rentals are depleting our housing supply. The average rent in Newburgh is \$1300, and salaries fall way below what is considered affordable. He implored the council to take immediate action before the year end.

Roosevelt Rhoden, Liberty Street, commented. He has been dealing with city codes for the past six months before things finally got moving. The inertia within that department is atrocious. He tried calling the fire chief twice and was told he was not available until December 2nd. You have some people that do their jobs and then you have others that do a way-below-average job. It is very much in your face, especially in this city, where there are hundreds and hundreds of violations on buildings. It is dragging along like syrup.

Andrew Schriver commented. He is proud to say he created sixty-four (64) units of housing with plans to create an additional one hundred forty (140) units with his next project, which includes an affordable housing component. He believes that ETPA is targeting a class of buildings that have not been renovated since 1974. These buildings are now going to be rent-controlled, and thus income restricted. These buildings will be in a disadvantaged class when it comes to maintenance. There will be an impact on the tax revenues too, as owners will ask the assessor to freeze or reduce the valuation of their properties, due to the decreased revenue associated with them. When we talk about supply and demand, rent control is a way of constricting demand. Instead of focusing on

supply, it is the city's responsibility to compete for affordable housing dollars. You are forcing a targeted class of building owners to accommodate that responsibility. The city's responsibility includes growing the affordable housing stock and distributing that burden amongst all the residents of the state and this country. Newburgh has done an amazing job on Colden Street. He is not against affordable housing; but ETPA is a blunt instrument. It is a burden that is not fair.

This portion of the meeting was closed.

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

Councilmember Grice commented. We had a public hearing for the budget; yet only a few people spoke about it. The public hearing for ETPA is not tonight; but he gets it when it impacts people's bottom line. The budget is what impacts your taxes more than the assessment or anything else. He is happy with the budget, and for the fifth year in a row we are lowering taxes. That is what brings jobs to the City of Newburgh. We have a very sound budget. He supports *Keep Newburgh Beautiful*, and hopes it gets some traction. As a business owner, he doesn't sign things unless he understands the questions. When he has a question about the question, he suggests that you call someone and get clarification on it first. That is what he would do in that case. Some statements made tonight are inaccurate. The assessment value is not based on the amount of rent. It is based on property sales in the area. Please read the entire document before you come to the public hearing so we can have an intelligent debate. The housing crisis is not just in Newburgh. The entire County needs to take steps to fix the housing crisis. We are doing all we can, legally, and we will continue to protect our renters, because that is the majority of the people that reside here.

Councilmember Martinez commented. She supports the environmental groups that spoke, especially the CAC for taking the initiative to plant more trees. We have to remember the disparity gap in our community, where a majority of Newburgh residents are tenants. She agrees that we need more homeownership, and there are wonderful groups like Habitat for Humanity; as well as a host of workshops to increase public knowledge on homeownership. But the reality is that Newburgh is in a housing crisis right now, and we didn't have to wait for the results of the vacancy study to know that. It saddens her when people talk about our community like we are only an investment. Our community loves each other, and we go hard for each other. We have to protect us, because no one else is going to do that. She has helped both landlords and tenants, and she agrees there has to be a common ground in certain situations. When we look at the bigger picture though, these are people who have been marginalized for a while now. She is going to wait for the public hearing to make sure she is listening to everyone; but she made it clear that housing is a human right, and it should not be treated as a business.

Councilmember Monteverde commented. She supports a ceasefire. What is going on is unbelievable and it has to stop. She has been on the council since 2018, and we've come a long way since then. They are committed as a council to bring down the taxes for the fifth year in a row. That is one of the reasons why she ran for council. She would like to see us purchase the 95-gallon containers, and she hopes we can put it into the budget. They are very committed to making sure everybody is housed in safe, quality and affordable housing. She is glad we have the data so that we can make the right decisions as a council body. She commended Matt for the impressive upgrades at Delano-Hitch. We are going to have a State-of-the-Art swimming pool in 2025. Matt has managed to turn that whole area around. It is the gem of our city for everybody to enjoy.

Councilmember Shakur commented. For the record, he and Timothy Hazell asked the council to put some type of rent stabilization in place back in 2003. They saw this housing crisis coming down the pipe then. These high rents are basically telling Black and Brown people that they don't want to rent to you. It is the new Jim Crow. I can't tell you I don't want you here, but I can rent you an apartment for \$2500. Back in 2015 when he ran for mayor, if you read about his platform, he asked for a landlord-tenant relationship. It is like a marriage because they go together. Shakur is glad people are catching up now. He encouraged renters to have these rent strikes. If you don't pay the rent, then who is going to take care of the homes? They have leverage and you have leverage. There are more tenants than landlords. But let's do what is right for the City of Newburgh. He is against a vote for a second meeting in December, because he is ready to vote for it right now. We must follow procedure though; so, he is going to follow procedure. People are starting to "emerge-and see." Maybe in these next four years we can get a lot more done.

Councilmember Sklarz commented. He thanked city staff and departments for getting the vacancy study completed. He encouraged everyone to read it, and he looks forward to having a robust discussion at the public hearing. This is the last meeting before Thanksgiving. He thanked everyone who volunteers on our city boards and committees. Resident volunteers are tasked with following the city code, NYS laws, and a variety of rules and regulations. Many groups and informal organizations provide clothing and food to those in need. He thanked all of those who work with our children to provide recreational opportunities, and who take it upon themselves to clean our city neighborhoods. There are too many volunteer groups to list, and he doesn't want to leave anybody out. He thanked everyone who volunteers to make our city better. He wished everyone a Happy Thanksgiving.

Councilmember Sofokles commented. Newburgh has always been supported by its volunteers. She has sat on a lot of committees, including the Board of Assessment Review for fourteen years. She thanked the city manager for the budget. She used to read the budgets fifteen years ago and couldn't believe what was happening then. She encouraged everyone to read the vacancy study and keep being involved in the city. She looks forward to the public hearing on December 11th. We have issues like every other city; but, Newburgh has more than anywhere else.

Mayor Harvey thanked everyone for coming out, and for working diligently to improve and believe in our city. We need everybody, including investors, owners and renters. He has been a renter for more years in his life than he has been a homeowner. He had an excellent landlord when he lived in an attic apartment when he first got married. He doesn't want everybody to think that all landlords in the City of Newburgh are bad. There are good landlords, and then there are bad landlords, who are also slumlords. Same thing with tenants. There are good tenants, and then there are terrible tenants. We have to come up with a compromise and figure out how we can make Newburgh better. We were able to get the housing study, and now we have the data. We are going to declare the housing emergency, but there are steps and protocols we must follow so that the city doesn't get sued. We will qualify for ETPA, and we will have a rent guidelines board according to this timeline. These things will happen, without a doubt, so get ready!

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 221-2023- PIN No. 8761.57 Lake St *Rt 32) Bridge Rehab

Councilmember Sklarz moved and Councilmember Sofokles seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 222-23- PIN No. 8761.40 Walsh Rd Bridge Replacement Proposal

Councilmember Sofokles moved and Councilmember Monteverde seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 223-2023- Energy Services Contract- Electric Bid

Councilmember Grice moved and Councilmember Sofokles seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 224-2023- 55 City Terrace- Release of Restrictive Covenants

Councilmember Sofokles moved and Councilmember Sklarz seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey- 7

ADOPTED

Resolution No. 225-2023- 364 Liberty Street- Release of Restrictive Covenants

Councilmember Shakur moved and Councilmember Sofokles seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 226-2023- Accept FY2024 CDBG Annual Action Plan

Councilmember Shakur moved and Councilmember Monteverde seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 227-2023- Renewal of Agreement American Sign Language/Interpreting Services

Councilmember Martinez moved and Councilmember Grice seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 228-2023- Orange County Youth Employment Program

Councilmember Sofokles moved and Councilmember Shakur seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 229-2023- Contract w/ Engineering & Surveying Properties, P.C.

Councilmember Sklarz moved and Councilmember Grice seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

**Resolution No. 230-2023- Accept State & Municipal Facilities (SAM) Capital Funding
\$500K**

The City Manager explained that the SAM grant was sent to us by Assemblyman Jacobson. It is being used for paving and ADA work in the City of Newburgh.

Mayor Harvey shouted out Assemblyman Jacobson. This is a half million-dollar grant, and this is the kind of relationship building that we talk about all the time with our peer and government-elected officials at the State and Federal Level. Our DPW did a lot of wonderful work with road re-pavement, as well as substantial infrastructure upgrades made by Jason Morris' and Wayne Vradenburgh's departments. The State DOT saw some of the work that we've been doing, and they have come in to do a lot of the sidewalks and paving too. There hasn't been one season with so much infrastructure work going on at one time. We are building our city back better.

Councilmember Monteverde thanked Assemblyman Jacobson. She encouraged him to keep these grants coming to Newburgh. Councilmember Shakur commented. This is why voting counts. The more voting in Newburgh that our State officials see, the more likely they will come in and start and complete those relationships.

Councilmember Martinez commented. She is super excited that our roads are getting paved. She thinks she gets more calls concerning the potholes than anything else.

Councilmember Grice moved and Councilmember Shakur seconded the resolution.

AYES-Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey- 7

ADOPTED

**Resolution No. 231-2023- Apply & Accept DCJS Law Enforcement Technology (LETech)
\$1.75M**

Mayor Harvey commented. Again, this shows positive partnership with our State officials. He is very happy with the leadership in the police department and by our city manager. When he was in Washington D.C. with Mr. Venning and Mr. Neppl, they all had the opportunity to communicate with Dr. Gupta, the head of the Department of Justice. These things matter. Depending on how we vote on it tonight, this is a \$1.75 Million grant being potentially awarded to our police department from the Federal Justice Department.

Councilmember Shakur moved and Councilmember Sofokles seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 232-2023- Apply & Accept DHSES-FY2021 Cybersecurity Grant \$50K

Councilmember Sklarz moved and Councilmember Shakur seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Local Law No. F-2023- Local Law for Property Tax Levy in Excess of GML Section 3-c Limit

Councilmember Shakur moved and Councilmember Grice seconded the local law.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sklarz, Sofokles, Mayor Harvey-7

ENACTED

Resolution No. 233-2023- Approving Consent Judgement Kolt Realty Corp

Councilmember Shakur moved and Councilmember Grice seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

Resolution No. 234-2023- Scheduling Public Hearing Housing Emergency Declaration

Mayor Harvey commented. He looked at the proposed timeline. As it stands, depending on how it carries, there is a request by the public to do something before December 21st.

Michelle Kelson commented. She is not sure what the request is exactly; but we will convene the public hearing on December 11th. At the next work session, we can discuss the possible dates for scheduling a second city council meeting in December. By City Charter, there is a second council meeting in December; but it just so happens that the 4th Monday of 2023 is Christmas Day. The council would have to find an alternate date to hold that meeting anyway. We could schedule something for the week of December 18th. Once we see

what dates work best for the entire council, we will announce the meeting date for the public. That would be the date, if the council is prepared, that the emergency is declared, and it would be an item on that meeting's agenda. The urgency from the constituents is that we do it as quickly as possible.

Councilmember Shakur commented. He explained that he didn't think Santa would mind us establishing an emergency on Christmas night, because after all it is an emergency.

Councilmember Shakur moved and Councilmember Grice seconded the resolution.

AYES- Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Mayor Harvey-7

ADOPTED

The City Manager closed his report.

RESOLUTION NO.: 221 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT AMENDMENT WITH
HUDSON VALLEY ENGINEERING ASSOCIATES, P.C.
FOR CONSTRUCTION INSPECTION SERVICES RELATED TO
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT BIN NO. 2022260 AT A COST OF \$48,805.95

WHEREAS, by Resolution No. 225-2014 of September 8, 2014, the City of Newburgh approved an agreement with McLaren Engineering Group for inspection and engineering design services for the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (the "Project"); and

WHEREAS, the Project was suspended until the City was awarded a New York State Department of Transportation Bridge NY 2016 Program grant to fund the Project; and

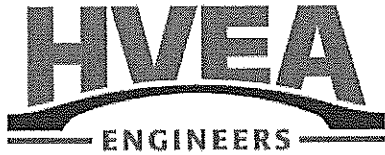
WHEREAS, by Resolution No. 16-2021 of February 8, 2021, the City Council approved a contract with Hudson Valley Engineering Associates, P.C. in the amount of \$284,441.36. for professional engineering and construction inspection services for the Project; and

WHEREAS, by Resolution No. 88-2023 of May 22, 2023, the City Council approved Change Order No. 6 to extend the Project construction contract completion date until September 30, 2023; and

WHEREAS, Hudson Valley Engineering Associates, P.C. has submitted a proposal for a contract amendment to the professional engineering services agreement to continue to provide construction inspection services for the Project through the construction contract extension at a cost of \$48,805.95 with funding for the additional services to be derived from NYSDOT Touring Route Program Funds; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed 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 is hereby authorized to accept a proposal and execute a contract amendment with Hudson Valley Engineering Associates, P.C. for professional engineering and construction inspection services in connection with repairing and rehabilitating the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) BIN No. 2022260 Rehabilitation Project at a cost of \$48,805.95.



October 17, 2023

Jason Morris, P.E.
City of Newburgh Engineer
City Hall
83 Broadway
Newburgh, New York 12550

**Re: Construction Inspection Services
PIN 8761.57 Lake Street Bridge Rehabilitation Project**

Dear Mr. Morris:

The first Amendment to our Contract for Construction Inspection Services extended the timeframe of our services to cover the contractor's time extension to March 2023. As the contractor was given a third extension to complete the project and drainage alterations, we respectfully request supplemental funds to cover the additional inspection time required.

Attached please find a workup for the anticipated time needed to complete the construction and close-out activities.

If you have any questions, please call me.

Sincerely,

HVEA Engineers

A handwritten signature in black ink, appearing to be "JG", written over a horizontal line.

Jack Gorton, P.E.

ADDENDUM #2 to Contract

This Addendum No. 2 ("Addendum No. 2") is effective as of July 30, 2023 (the "Addendum Effective Date") and entered into by and between the **CITY OF NEWBURGH**, a municipal corporation and a city of the State of New York with principal offices at 83 Broadway, Newburgh, New York 12550 (the "City"); and **HUDSON VALLEY ENGINEERING ASSOCIATES, P.C. d/b/a HVEA ENGINEERS**, a domestic professional corporation with principal offices at 560 Route 52, Suite 201, Beacon, New York 12508 (the "Firm"), (each, a "Party," together, the "Parties").

RECITALS

WHEREAS, the Parties entered into an agreement for construction inspection services necessary to rehabilitate the bridge carrying Lake Street over Quassaick Creek known as the "Lake Street Bridge Rehabilitation" PIN 8761.57 (hereinafter, the "Agreement"); and

WHEREAS, additional services are needed for construction inspection; and

WHEREAS, the Parties have agreed to amend the Agreement to provide for additional services necessary to complete the construction inspection and increase the not-to-exceed amount by FORTY-EIGHT THOUSAND, EIGHT HUNDRED FIVE AND 95/100 (\$48,805.95) DOLLARS accordingly, as indicated below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

AGREEMENT

1.) ARTICLE 3 – COMPENSATION METHODS, RATES AND PAYMENT. Table 3.1 is hereby deleted in its entirety and replaced with a new Table 3.1 attached hereto and made a part hereof.

2.) ATTACHMENT A. Attachment A is hereby deleted in its entirety and replaced with a new Attachment A attached hereto and made a part hereof.

3.) ATTACHMENT C. Attachment C is hereby deleted in its entirety and replaced with a new Attachment C attached hereto and made a part hereof.

City of Newburgh
Lake Street Bridge Rehabilitation
PIN 8761.57

October 2023
A/E Consultant Agreement
Construction Inspection

IN WITNESS WHEREOF, the parties have duly executed this Addendum effective the day and year below written.

Reference: Municipality Contract # _____

Municipality	Consultant
by: _____	by: _____
Date: _____	Date: _____

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

On this _____ day of _____, 20 _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of municipality described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, Orange County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this _____ day of _____, 20 _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Notary Public, Dutchess County, N.Y.

☒ 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	■ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. ■ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality. ■ If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. ■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit. ■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.	■ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ■ Bills are subject to approval of the Municipality's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related costs require pre-authorization by the Sponsor. These items become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

☒ 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	■ Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA. ■ For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	■ The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 117%.	
Item V	■ Negotiated Lump Sum Fixed Fee. ■ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	■ A negotiated Lump Sum Fee which in this AGREEMENT shall equal \$44,991.14.	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$440,858.80.	

Attachment A

Project Description and Funding

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 8761.57
BIN:

Term of Agreement Ends: April 30, 2024

☐ Main Agreement ☒ Amendment to Contract [2] ☐ Supplement to Contract

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition
☒ Construction, C/I, & C/S

PROJECT DESCRIPTION:

Construction Inspection of:

Lake Street Bridge Rehabilitation

Project Location:

City of Newburgh, Orange County

Consultant Work Type(s): See Attachment B for more detailed Scope of Services

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$440,858.80

Footnotes:

Attachment C

Staffing Rates, Hours, and Estimated Direct Non-Salary Costs

Exhibit A, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N)	AVERAGE ENGINEERING SALARY RATES				OVERTIME CATEGORY
	GRADE	PRESENT	PROJECTED	PROJECTED	MAX RATE	
		(1/2)	(12/22)	(1/23)	2023	
Project Manager	VI (A)	\$78.28	\$78.28	\$81.41	\$86.00	A
Resident/Office Engineer	IV (A)	\$53.56	\$59.00	\$61.36	\$68.00	C
Project Engineer	IV (A)	\$53.56	\$53.56	\$55.70	\$72.00	B
Chief Inspector	IV (N)	\$48.55	\$56.56	\$58.82	\$63.86	C
Office Engineer	III (N)	\$46.35	\$50.97	\$53.01	\$53.01	C
Senior Inspector	III (N)	\$42.23	\$48.92	\$50.88	\$61.64	C
Inspector	II (N)	\$35.02	\$36.84	\$38.31	\$45.08	C

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Exhibit A, Page 2
Staffing Table

JOB TITLE	ASCE OR NICET GRADE	2021												Hours	Rate	Premium Portion of Overtime	Direct Labor
		J	F	M	A	M	J	J	A	S	O	N	D				
Project Manager	VI (A)													0	\$78.28		\$0.00
Resident/ Office Engineer Overtime	IV (A)				170	170	170	170	170	170	170	170	170	1190	\$53.56		\$63,736.40
Project Engineer	IV (A)												16	160	\$53.56		\$8,569.60
Chief Inspector	IV (N)													0	\$48.55		\$0.00
Office Engineer	III (N)													0	\$46.35		\$0.00
Senior Inspector	III (N)													0	\$42.23		\$0.00
Overtime														0	\$42.23	\$0.00	\$0.00
Inspector	II (N)				170	170	170	170	170	170	170	170	170	1020	\$35.02		\$35,720.40
Overtime						10	10	10	10	10	10	10		40	\$35.02	\$700.40	\$1,400.80
														2,410		\$700.40	\$109,427.20

JOB TITLE	ASCE OR NICET GRADE	2022				2023								Hours	Rate	Premium Portion of Overtime	Direct Labor				
		O	N	D	J	F	M	A	A	S	O	N	D								
Project Manager	VI (A)													0	\$81.41		\$0.00				
Resident/ Office Engineer Overtime	IV (A)				86	86	86	86						596	\$61.36		\$36,570.56				
Project Engineer	IV (A)													0	\$61.36		\$0.00				
Chief Inspector	IV (N)													0	\$55.70		\$0.00				
Office Engineer	III (N)													0	\$58.82		\$0.00				
Senior Inspector	III (N)													0	\$53.01		\$0.00				
Overtime														0	\$50.88		\$0.00				
Inspector	II (N)				100	170	170	170						730	\$50.88	\$0.00	\$0.00				
Overtime														0	\$38.31		\$27,968.93				
														0	\$38.31	\$0.00	\$0.00				
																		1,326		\$0.00	\$64,539.49

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

1. TRAVEL

a) On-Job Travel -					
1 inspectors x 21 days/month x	6 months x	10 miles/day =			\$1,260.00
Total On-Job Travel-	1,260 mi. x	\$0.580 /mi.=			\$730.80
1 inspectors x 21 days/month x	3 months x	10 miles/day =			\$630.00
Total On-Job Travel-	630 mi. x	\$0.625 /mi.=			\$393.75
				SUBTOTAL, TRAVEL	<u>\$1,124.55</u>

b) Material Testing - as needed

SUBTOTAL, MATERIAL TESTING \$15,000.00

c) Construction Management Software

26 inspector Months - Appia Construction Estimating Software @ \$158.33 per month \$4,116.58

SUBTOTAL, SOFTWARE \$4,116.58

TOTAL DIRECT NON-SALARY COST \$20,241.13

Exhibit C
Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	\$173,966.69
Item IA, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	\$700.40
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$20,241.13
Item III, Overhead, 113% subject to audit	\$200,959.44
Item IV, Fixed Fee (12%) (applied to Items IA & III)	<u>\$44,991.14</u>
Total:	\$440,858.80

RESOLUTION NO.: 222 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
TO ADD CONSTRUCTION INSPECTION AND SUPPORT SERVICES
TO THE AGREEMENT WITH WSP USA INC. AT A COST OF \$693,692.00 IN
THE WALSH ROAD BRIDGE OVER QUASSAICK CREEK REPLACEMENT PROJECT
(BIN 2223620/PIN 8761.40)

WHEREAS, the City of Newburgh has undertaken a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") by approving a Master Federal Aid Local Project Agreement with the New York State Department of Transportation ("NYSDOT"); and

WHEREAS, the City Council approved agreements with WSP USA, Inc. for professional engineering services for the design, preliminary engineering, and right-of-way acquisition services for the Project; and

WHEREAS, the federally funded projects require complete oversight during construction to ensure the project is completed according to the plans and specifications and WSP USA Inc. has submitted a letter proposal for has submitted a proposal to add construction inspection services to its existing contract with City of Newburgh for the Project at a cost of \$693,692.00; and

WHEREAS, the funding for the construction inspection services shall be derived from the Federal Aid Local Project Agreement with NYSDOT, with the required 20% local match coming from the 2016 BAN and the City's allocation of NYSDOT Touring Route Funds; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed 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 is hereby authorized to accept a proposal and execute an agreement with WSP USA Inc. for construction inspection services related to the Walsh Road Bridge over Quassaick Creek Replacement Project (BIN 2223620/PIN 8761.40) at a cost of \$693,692.00.



October 27, 2023

Mr. Jason Morris, P.E.
Commissioner of Public Works & City Engineer
83 Broadway
Newburgh, New York 12550

Re: *PIN 8761.40 Replacement of Walsh Road Bridge over Quassaick Creek*
Proposal for Construction Inspection and Construction Support Services

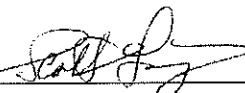
Dear Mr. Morris:

As requested, attached herein is WSP's cost proposal and associated scope of services to provide Construction Inspection and Construction Support services for the above-referenced locally administered federally-aided bridge replacement project. WSP is pleased to include HVEA Engineers (a certified DBE engineering firm) as a subconsultant to provide secondary construction inspection field staff in this project.

The estimated cost for the described scope of work is not to exceed \$693,692 as per the breakdown in the attached summary pages.

Please review and contact Nicole Shute, the Project Manager for this Task at (914) 449-9095, if you have any questions or need additional information. We look forward to working with you on this task.

Very truly yours,
WSP USA Inc.

By 

Scott Geiger, P.E.
WSP Senior Vice President
Business Line Leader, NY East

cc: file

Section 8 - Construction Support

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward Interpretations of plans and designer intentions

Section 9 - Construction Inspection

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Consultant, as part of the contract.

The Consultant will furnish all other office, field and field laboratory supplies, and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The Consultant must provide, to the satisfaction of the Sponsor, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The Consultant must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into

the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

The Sponsor will assign a Project Manager to the contract covered by this agreement. This Project Manager will be the Sponsor's official representative on the contract and the Consultant must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the Consultant will submit to the Sponsor a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The Consultant must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The Consultant must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The Consultant will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum

of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

9.07 Scope of Services / Performance Requirements

The Consultant will enforce the specifications and identify in a timely manner to the Sponsor local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

The work to be performed in this project is described in the following sub-tasks:

9.071 General and Pre-Construction Activities

Pre-construction Work - The Consultant shall review and become thoroughly familiar with all aspects of the work to be performed by the Contractor.

The Consultant shall prepare a table showing all procedures for routing of correspondence and submittals and shall identify all appropriate parties and channels. The Sponsor will review this table and approve it prior to the preconstruction meeting.

The Consultant shall review thoroughly the project Construction Management Plan (CMP) and sign his/her name at the designated location.

Project File - The Consultant shall establish and maintain a project file at the work site. The file shall provide for a records control system that records and files all correspondence and related documents from construction commencement through final closeout. All records shall be kept in accordance with the Manual of Uniform Record Keeping (MURK).

The adoption of an automated records keeping software based on MURK procedures and documents is required, such as APPIA, Field Manager or equivalent application. The purchase and maintenance cost of this software application to document project administration activities is reimbursable as per the table of costs submitted by the Consultant and approved by the Sponsor.

9.072 Contractor Monitoring and Coordination

Contractor's Plant, Personnel and Performance - The Consultant shall assess the adequacy of the contractor's personnel and procedures, including safety, certifications, equipment, materials, means and methods, in the performance of the work.

Easements, Permits, and Variances - The Consultant shall verify that the contractor has identified and is in compliance with all easements, permits and variances as may be required.

Contractor's Compliance with Contractual Reporting Requirements - The Consultant shall monitor and ensure the contractor's compliance with contractual reporting requirements for bonds, insurance, certified payroll, DBE goals, safety, quality control and other programs as specified in the Construction Management Plan.

Submittals - The Consultant shall have the overall responsibility for coordination and expedition of all submittals and ensuring timely submittal turnarounds.

For related design submittals, including shop drawings, product data and material samples, the Designer shall have the primary responsibility for approval. In such cases, the Designer will solicit comments from the Sponsor and the Consultant before processing the submittals.

For field related submittals, such as safety, erection plans, and temporary construction, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the Sponsor and the Designer before processing the submittals.

Deliverables - The Consultant shall receive, log, review, distribute, coordinate and monitor all contractor deliverables to verify that they are received in accordance with the schedule, and are in conformance with construction contract requirements, and take corrective actions as necessary where such deliverables are missing or deficient.

Field Inspection and Testing - The Consultant shall ensure that the work is performed according to the construction contract documents, and that all specified quality control functions are instituted and carried out.

In this regard, the Consultant shall implement a Quality Assurance Plan to ensure that the contractor's work is performed and completed in conformance with the construction contract documents.

The Consultant shall implement Quality Assurance on behalf of the Sponsor and will establish material testing and acceptance process. The material testing procedures must be tailored based on NYSDOT CIM. The

Consultant shall hire an independent testing company to approve/certify construction materials as per the Construction Management Plan (CMP). The Consultant must inform the Contractor of the proper notification process for in-plant testing performed by NYSDOT-Region 8 Materials.

When necessary the Consultant shall provide the services of a survey party to monitor the layout of any replacement structures, verify elevations and confirm the accuracy of the contractor's survey control.

Materials Monitoring - The Consultant shall identify a time frame for all of the long lead items, track the contractor's delivery of materials and equipment and inspect the materials using inspections guidelines to identify non-conforming materials. The Consultant shall document any material deficiencies along with their resolution.

Safety - The contractor has the primary responsibility for the safety of his/her employees. The contractor shall be required to prepare a written Safety Program and submit it to the Sponsor for review. The Consultant will review the contractor's Safety Program and provide recommendations to the Sponsor. Specific requirements of the contractor's Safety Program are detailed in the project specifications.

Work Zone Traffic Control - The Consultant is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

The Consultant shall monitor the contractor's work practices for compliance with the approved Safety Program and Work Zone Traffic Control Plan. Non-compliance and unsafe work practices shall be discussed with the Contractor at the time of observation, further discussed during construction progress meetings and documented in the meeting minutes. In addition, safety issues and their resolution shall be reported in the Consultant's Monthly Report.

9.073 Meetings, Schedules, and General Administration

Meetings - The Consultant shall attend all meetings required to manage the project including: the pre-construction meeting, progress meetings, , special activity meetings (pre-pour, pre-lift, etc.), construction schedule meetings, and coordination meetings with environmental agencies and other organizations or municipalities affected by the project as may be required. In addition, the Consultant shall chair progress meetings, construction schedule meetings, and coordination meetings.

The Consultant shall schedule, establish an agenda, notify the appropriate attendees, and issue detailed minutes for all project meetings

chaired by the Consultant. Copies of the minutes shall be distributed to all attendees as well as others determined by the Consultant. Minutes shall be distributed so that all parties receive them within seven calendar days of the meeting. The Consultant shall include a detailed list of action items resulting from each meeting, listing the date the item was established, the responsible party and the target date for resolution. The Consultant shall follow-up with the responsible party until the action item is completed.

Minutes of meetings shall not be used as a vehicle to direct the contractor to do certain work, rather, separate letters shall be issued to the contractor with specific directions and all appropriate parties shall receive a copy of such letters.

The Consultant shall keep the Sponsor, through its designated representatives, apprised of the contractor's anticipated work schedule approximately weekly. The Sponsor will at its discretion notify the area residents, businesses, and emergency services of any sidewalk, travel lane, or shoulder closures, and any other Project-related events that may affect them.

Construction Schedule - The Consultant shall review and monitor the contractor's construction schedule to ensure that the schedule reflects all work necessary to complete the project, that it is reasonable and complete, meets Sponsor operational requirements, and is in accordance with the technical requirements of the contract drawings and specifications. The contractor shall be required to keep this schedule up to date. The Consultant shall advise the contractor if the schedule should become out of date and require an update. Variations from the schedule shall be brought to the contractor's attention by the Consultant with a request to submit corrective actions to maintain course. A copy of the contractor's current schedule shall be maintained by the Consultant for review at the project office.

Contractor's Payments - The Consultant shall review the contractor's payment requests for accuracy and recommend for acceptance by the Sponsor. The invoices shall be processed in sufficient time to enable the Sponsor to make payment in accordance with prompt payment provisions in the contract.

Clarification of Contract Documents (RFI) - The Consultant shall have the overall responsibility for coordination and expedition of the replies to the contractor's requests for information regarding the information depicted in the contract drawings and specifications. The Consultant shall expedite and schedule all replies with the design engineer to ensure the project is not delayed.

For design related questions, the Designer will have the primary responsibility for responding. In such cases, the Designer will solicit comments from the Sponsor and the Consultant before preparing a response.

For field related questions, the Consultant will have the primary responsibility for approval. In such cases the Consultant will solicit comments from the Sponsor and the Designer before preparing a response to the contractor.

Change Orders / Orders on Contract - Change orders will be processed in accordance with the current NYSDOT Order on Contract forms. The Consultant shall evaluate any change request for validity, scope, schedule and cost implications and will recommend approval to the Sponsor's Project Manager. The Sponsor will review and approve the change order. Where it is determined that the Designer shall perform a revision to the design, the Consultant shall coordinate the Designer's work and assist the Sponsor to incorporate the change into the construction contract documents in a timely manner.

Inspection Daily Reports - At the end of each day following commencement of contract work, each inspector shall prepare and enter into the file an Inspector's Daily Report and Engineers Diary in accordance with MURK. The report will record and summarize, within the shift and area of oversight, the contractor's activities. In addition, the Consultant shall add any pertinent information and approve the inspector reports.

Public Relations- The Consultant shall address any public issues that may arise at the construction site on an immediate basis. This project will require close coordination with the Sponsor, local residences, local businesses, as well as the general public. In addition, the Consultant shall coordinate with various utility owners for scheduled work and resolve any disputes that arise during construction. The Consultant will be required to foster a good working relationship between the contractor, the Sponsor, utility owners as well as the public. This may require attendance and participation at public information meetings.

The Consultant shall not release any information that may be proprietary or controversial to anyone other than the Sponsor unless authorized by the Sponsor's Project Manager. All inquiries from the news reporters, public officials, or others not directly impacted by the construction shall be referred to the Sponsor.

Monitoring of Disadvantaged Business Enterprise (DBE) Goal - The Consultant shall monitor Contractor's compliance with the goals. The Consultant shall perform monthly reviews of the approved DBE utilization reports and data entered into the New York State Department

of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Contractor and all subcontractors and suppliers will utilize this reporting software. The Consultant shall collect and review the data to ensure that the DBE firms are, in fact, performing their work. A DBE status report shall be submitted to the Sponsor on a monthly basis. Should any deviation from the originally approved DBE Utilization reports take place, the Consultant will require the prime contractor to submit revised data listed in the forms: AAPHC-89-1, DBE Utilization Worksheet Amendment and AAP-19, DBE Schedule of Utilization.

EEO Compliance - The Consultant must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications, and the Sponsor's policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database. The Consultant shall take responsibility to ensure EEO goals are met and ensure corrective actions are taken if goals are not met and shall keep the Sponsor informed.

Wage Rate Compliance - The Consultant shall perform wage rate interviews and ensure compliance by the contractor. The Consultant shall compare the weekly certified copies of payroll to satisfy that the contractor/subcontractor is paying prevailing wages.

Monthly Report - The Consultant shall prepare and deliver to the Sponsor a detailed Monthly Report. The Monthly Report shall be submitted electronically by the tenth of each month covering the work of the previous month.

The Monthly Report shall specifically address the progress, problems, resolutions, compliance, deviations and status of each sub-task as individually delineated in this Work Statement. At a minimum, the Monthly Report shall provide information on the following aspects of the work:

- 1) Executive Summary
- 2) Project Cost - The Consultant is responsible for monitoring and reporting of the overall project cost. The Monthly Report shall provide a cost summary report and the following information for the Construction contract and the Consultant's contract:
 - Original Budget
 - Current Budget
 - Expenditure to Date

Change Orders/Orders on Contract to date
Change Orders/Orders on Contract anticipated in the next month
Estimate at Completion

3) Project Schedule and Progress:

Narrative
Schedule to Complete
Summary of Contractor's Activities
Schedule of Activities for the Coming Month
Summary of Force Account Activities
Physical Progress Curve Graph and Table
Work in Progress Report

4) Construction Contract Status:

Narrative
Public Relations/Issues
Accident Frequency Graph
Safety Statistical Summary

5) Quality Control

Narrative
Non-Conformance

Monthly Progress Photographs - The Consultant shall furnish once a month during the period of construction contract copies of 5 quality digital photographs in JPEG format per work site showing the progress made during the previous monthly period. The photographs shall be clearly marked and each picture shall identify and describe the view and location. All photographs shall be clear and sharp in detail, and free of light streaks or other blemishes.

The photographs shall be furnished as follows:

- 1) Electronically as a PDF file.
- 2) 2 USB drives containing all the photographs in their original resolution taken during the entire project.

9.074 Post Construction, Close-out, and Acceptance

Contract Closeout - The Consultant shall conduct initial, pre-final and final inspections, and shall develop two punch lists for the contractor at the completion of each phase. The punch lists shall consist of a compilation of items, actions, activities, retrofits, rework, defects, incomplete or omitted work, and unacceptable work that must be completed in order to comply with the requirements of the construction contract documents. The two formal punch lists are the physical, which

denotes work in place, and the deliverable, for items such as as-built drawings, warranties and material certificates that must be turned over to the Sponsor, and collectively constitute the remaining work. The Consultant shall monitor, schedule and expedite performance of all work described in the punch lists.

The Consultant shall verify that all contractual obligations have been provided by the contractor in accordance with the construction contract prior to recommending final payment.

As-Built Drawings - The Consultant shall ensure that during the course of the work the contractor is maintaining an accurate set of "as-built" drawings and that these documents are turned over to the Sponsor as the conclusion of the project. The Consultant will maintain a set throughout the job for use in verifying that the contractor has brought the drawings into conformance with the as-built condition. The contractor will certify said drawings as "as-built" and the Consultant will accept them as "as-built" by performing a review for accuracy and completeness prior to submission to the Sponsor.

The as-built drawings shall be in redline format and wherever possible kept in digital format for clarity of presentation and data preservation. Failure of the contractor to maintain a set of "as-built" drawings does not absolve the Consultant of maintaining and submitting these documents to the Sponsor.

Construction Records - The Consultant shall inventory and coordinate the final documentation and turn over to the Sponsor all project records and documents including those stored in the records management software (APPIA or equivalent), in archive condition, with a detailed index. All records shall be organized, scanned and submitted digitally with hard copies provided as a secondary backup.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 8 Construction Support will include but not be limited to:
- Site visits by design staff to address field conditions (estimate 4 visits)
 - Design coordination with utilities and railroad
 - Providing technical support during construction on questions relating to the design. (estimate 20 RFIs)
 - Review submittals / shop drawings (estimate 20 submittals)
- Section 9 Estimate full-time on-site construction supervision will begin on March 1, 2024 and will be completed by December 1, 2024.

10.02 Technical Assumptions

- Section 9 Assume the preconstruction and closeout period will be staffed part-time over a two-week period, with a 9-month construction duration. If the construction duration exceeds 9 months and the inspection budget is exhausted, continued inspection services will be provided and billed at an hourly rate.

A full-time RE and a full time OE/Chief Inspector will be provided for the duration of the project, with part-time staffing during pre-construction and close-out. See Staffing Worksheet for full explanation of hours for each title.

Exhibit A.1
WSP Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		OVERTIME CATEGORY
		PRESENT	PROJECTED	
		1/2023	1/2024	
Principal-in-Charge	IX (A)	\$148.00	\$152.44	A
Sr Engineering Manager	VIII (A)	\$118.00	\$121.54	A
Sr Supervising Engineer	VII (A)	\$95.30	\$98.16	A
Supervising Engineer	VI (A)	\$77.35	\$79.67	B
Project Manager	V (A)	\$70.75	\$72.87	B
Lead Engineer	V (A)	\$64.40	\$66.33	B
Senior Engineer	IV (A)	\$52.30	\$53.87	B
Engineer II	III (A)	\$47.75	\$49.18	B
Engineer I	I/II (A)	\$38.50	\$39.66	B
CAD Detailer	N/A	\$47.87	\$49.31	B
Resident Engineer	IV (A)	\$89.01	\$91.68	B
Sr Inspector / Office Engineer	IV (N)	\$62.13	\$63.99	C
Inspector	III (N)	\$55.03	\$56.68	C

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
Actual Rates to be billed

Exhibit B.1
WSP Staffing Worksheet

Straight Time		Sr Engineering Manager	Supervising Engineer	Project Manager	Senior Engineer	Engineer II	CAD Detailer	Resident Engineer	Sr Inspector / Office Engineer
SECTION 8 Construction Support	8.01 Construction Support	24	80	96	80	180			
	Subtotal, Section 8	24	80	96	80	180	0	0	0
	9.071 General and Pre-Construction Activities							40	
SECTION 9 Construction Inspection	9.072 Contractor Monitoring and Coordination							1400	
	9.073 Meetings, Schedules, and General Admin							200	
	9.074 Post-Construction, Close-out, and Acceptance							80	
	Subtotal, Section 9 (Straight Time)	0	0	0	0	0	0	1720	0
Premium Time (See Exhibit A, Page 1 for Overtime compensation)									
	9.071 General and Pre-Construction Activities								
	9.072 Contractor Monitoring and Coordination								
	9.073 Meetings, Schedules, and General Admin								
	9.074 Post-Construction, Close-out, and Acceptance								
	Subtotal, Section 9 (Premium Time)	0	0	0	0	0	0	0	0
Total hours		24	80	96	80	180	0	1720	0
		Total Hours	2180						
		Average Hourly Rates	\$121.54	\$79.67	\$72.87	\$53.87	\$49.18	\$91.68	\$63.99
		Technical Labor	\$2,916.96	\$6,373.64	\$6,995.76	\$4,309.52	\$8,852.85	\$157,690.12	\$0.00
		Total Office	\$29,448.73						
		Total Field	\$157,690.12						
		Total Technical Labor	\$187,139						

Assumptions:

1. Construction duration is estimated to be starting full time in March 2024 and ending by November 2024.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Project will be staffed with: (1) full-time Resident Engineer, (1) full-time Inspector/Office Engineer during construction (subconsultant)
4. Any additional staff will be with prior approval by the City.
5. Premium time will be as per Exhibit A, Page 1 - Salary Schedule. All time is budgeted as straight time.

Exhibit C.1
WSP Direct Non-Salary Expense**1. Travel**

PM to attend meetings - 60 miles per meeting					
8 meetings	480	miles @	\$0.665	=	<u>\$319.20</u>
On-site vehicle usage - 5 miles/day/field staff					
1 staff person	2200	miles @	\$0.665	=	<u>\$1,463.00</u>

TOTAL TRAVEL:	SAY	<u><u>\$1,790.00</u></u>
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2. Independent Testing (As Required)

Precast plant inspection	\$8,700.00
CIP Concrete Testing	\$12,500.00
Asphalt Testing	\$4,500.00
Fill / Backfill Testing	\$8,500.00

TOTAL TESTING:	<u><u>\$34,200.00</u></u>
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3. Record Keeping and Payment Accounting Software (APPIA)

Cost per license per year:	\$ 2,100.00	
No. of years:	1	(Licenses are per yr or portion thereof)
No. of licenses:	2	(RE & OE/Chief Insp)

TOTAL LICENSING FEES:	<u><u>\$4,200.00</u></u>
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TOTAL DIRECT NON-SALARY COST	\$40,190.00
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Exhibit A.2
HVEA Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES	
		PRESENT	PROJECTED
		1/2023	1/2024
Sr Inspector	IV (N)	\$64.25	\$66.18
Inspector III / Office Engineer	III (N)	\$55.69	\$57.36
Inspector I/II	I/II (A)	\$45.50	\$46.87

OVERTIME POLICY

-
- Category A - No overtime compensation.
 Category B - Overtime compensated at straight time rate.
 Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
 Actual Rates to be billed

Exhibit B.2
HVEA Staffing Worksheet

Straight Time				
Section	Task	Sr Inspector	Inspector III / Office Engineer	Inspector I/II
SECTION 8 Construction Support	8.01 Construction Support			
	<i>Subtotal, Section 8</i>	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities		1600	
	9.072 Contractor Monitoring and Coordination			
	9.073 Meetings, Schedules, and General Admin			
	9.074 Post-Construction, Close-out, and Acceptance			
	<i>Subtotal, Section 9 (Straight Time)</i>	0	1600	0
Premium Time (See Exhibit A, Page 1 for Overtime compensation)				
	9.071 General and Pre-Construction Activities			
	9.072 Contractor Monitoring and Coordination			
	9.073 Meetings, Schedules, and General Admin			
	9.074 Post-Construction, Close-out, and Acceptance			
	<i>Subtotal, Section 9 (Premium Time)</i>	0	0	0

<i>Total hours</i>	0	1600	0
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Total Hours	1600		
Average Hourly Rates	\$66.18	\$57.36	\$46.87
Technical Labor	\$0.00	\$91,776.00	\$0.00
Total Office	\$0.00		
Total Field	\$91,776.00		
Total Technical Labor	\$91,776		

Assumptions:

1. Construction duration is estimated to be starting full time in March 2024 and ending by November 2024.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. Any additional staff will be with prior approval by the City.
4. Premium time will be as per Exhibit A, Page 1 - Salary Schedule.

Exhibit D.2
HVEA Summary

Item 1, Direct Technical Salaries		\$91,776.00
Item II, Direct Non-Salary Cost		\$1,768.50
Item III, Overhead (Field)	113%	\$103,706.88
Item IV, Fixed Fee	11%	\$21,503.12
Total Estimated Cost		\$218,754.50
Maximum Amount Payable		\$218,755

Exhibit D.1
Project Summary

Item IA, Direct Technical Salaries (Section 8) WSP Office		\$29,449
Item IB, Direct Technical Salaries (Section 9) WSP Field		\$157,690
Item IIA, Direct Non-Salary Cost (WSP)		\$40,190
Item IIB, Direct Non-Salary Cost (HVEA Sub)		\$218,755
Item IIIA, Overhead (WSP Office)	139%	\$40,934
Item IIIB, Overhead (WSP Field)	106%	\$167,152
Item IV, Fixed Fee (10%)		\$39,522
Total Estimated Cost		\$693,692
Maximum Amount Payable		\$693,692

Exhibit A, Page 3
Personnel Schedule

	2023			2024												2025	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
RE																	
Inspector / Office Engineer																	
CAD / Dgn Eng As-Built																	

RESOLUTION NO.: 223 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION AWARDING A BID AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH SMARTESTENERGY US, LLC
FOR ELECTRIC SUPPLY TO THE CITY OF NEWBURGH
FOR A TWENTY-FOUR (24) MONTH TERM
AT A COST OF \$0.09435 PER KILOWATT HOUR

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract; and

WHEREAS, bids were duly received and opened and SmartestEnergy US, LLC is the low bidder for the electric supply services; and

WHEREAS, the City Council finds that accepting and awarding the electric supply bid to SmartestEnergy US, LLC for a twenty-four (24) month term at a cost of \$0.09435 per kilowatt hour is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh New York, hereby accepts and awards the bid for the electric supply services contract to SmartestEnergy US, LLC for a twenty-four (24) month term at a cost of \$0.09435 per kilowatt hour; and that the City Manager be and he is hereby authorized to execute a contract and other documentation for the provision of electric services and administer and take such further actions as may be appropriate and necessary to administer the electrical supply contract.

RESOLUTION NO.: 224-2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
MANNY G. AND CAROL PEREIRA TO THE PREMISES KNOWN AS
55 CITY TERRACE (SECTION 29, BLOCK 4, LOT 7)

WHEREAS, on August 31, 1995, the City of Newburgh conveyed property located at 55 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 4, Lot 7, to Manny G. 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 in order to facilitate a sale of the property; 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.

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 55 City Terrace, Section 29, Block 4, Lot 7 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated August 31, 1995, from THE CITY OF NEWBURGH to MANNY G. AND CAROL PEREIRA, recorded in the Orange County Clerk's Office on April 8, 1996, in Liber 4366, Page 188 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 November 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.: 225-2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
WILLIAM MICHALSKI TO THE PREMISES KNOWN AS
364 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 24)

WHEREAS, on July 8, 1994, the City of Newburgh conveyed property located at 364 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 10, Block 1, Lot 24, to William Michalski; and

WHEREAS, the attorney for the current owner, North Street Capital II, LLC, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to obtain a loan connected to the property; 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.

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 364 Liberty Street, Section 10, Block 1, Lot 24 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 9, 1994, from THE CITY OF NEWBURGH to WILLIAM MICHALSKI, recorded in the Orange County Clerk's Office on October 25, 1994, in Liber 4128, Page 293 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 November 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.: 226 - 2023

OF

NOVEMBER 13, 2023

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH'S CONSOLIDATED
HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR
FISCAL YEAR 2024**

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

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the third year it is in effect; and

WHEREAS, the City must also submit a Citizens Participation Plan, a Language Access Plan, due to the high percentage of non-native English, and also submit a draft of the 2024 Annual Action Plan and Budget, which may be revised; and

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2024 Community Development Block Grant Entitlement Program;

Expenditures 2024	
Housing (In-Rem Property Program)	\$180,000
Housing (Home Assistance Repair Program)	\$15,000
Infrastructure Improvements (curb ramps & sidewalk improvements)	\$280,000
Infrastructure Improvements (public accessibility to City buildings, parks)	\$110,000
Economic Development	\$25,000
Quality of Life Improvements/Neighborhood Services (Summer Film Festival)	\$15,000
Quality of Life Improvements/Neighborhood Services (Community Outreach)	\$15,000
Quality of Life Improvements/Neighborhood Services (Workforce Training)	\$25,000
Administration	\$165,000
TOTAL BUDGET	\$830,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve and adopt the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York does hereby accept a grant allocation under the Community Development Block Grant Program in the amount of \$830,000.00, and in the event that award funding is greater than \$830,000.00, as presented in the FY 2024 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2024 CDBG Annual Action Plan; and

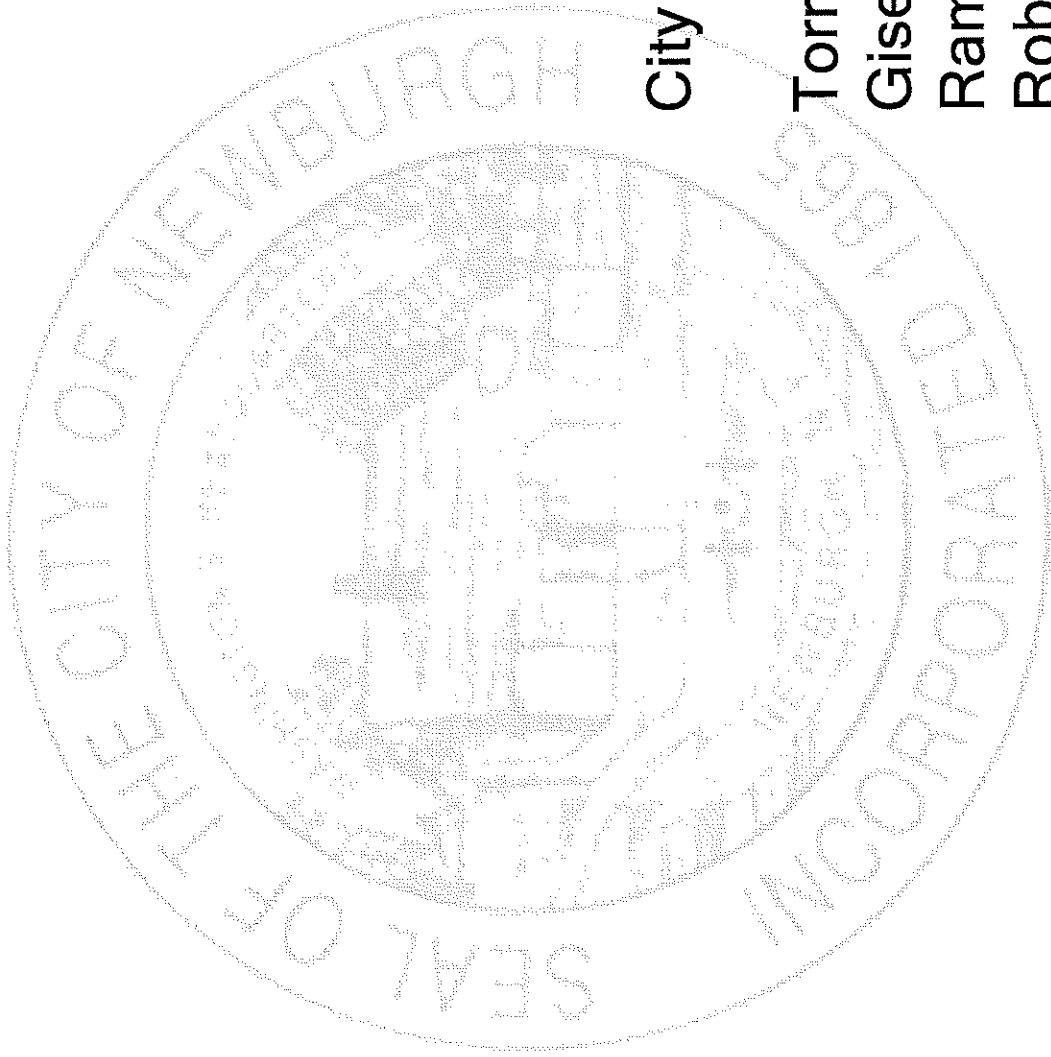
BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the appropriate forms and certifications; that the City Manager be and is hereby further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and that the City Manager be and is hereby authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with said certifications.

Community Development Block Grant (“CDBG”) FY2024 Annual Action Plan

Department of Planning &
Development
June, 2023





City of Newburgh City Council:

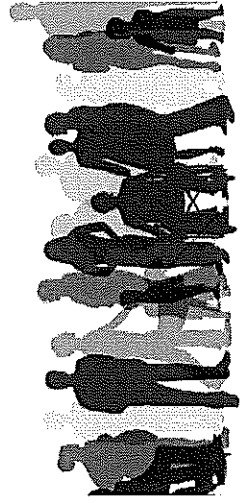
Torrance Harvey, Mayor
Giselle Martinez, Ward 1
Ramona Monteverde, Ward 2
Robert Sklarz, Ward 3
Patty Sofokles, Ward 4
Anthony Grice, At-Large
Omari Shakur, At-Large



City of Newburgh Community Development Goals - Refresher

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

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



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The current City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



Proposed FY2024 CDBG Projects/Funding

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$180,000.00
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient: (Funding to be increased as needed)	\$15,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$280,000.00
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$110,000.00
	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	\$25,000.00
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$15,000.00
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$165,000.00
			Proposed Total FY2024 Allocation	\$830,000.00



Contingency Funding

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

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project Increase, if HUD allocation greater than proposed (approx.)
	Housing	Housing	In Rent Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$180,000.00	No Change
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient (funding to be increased as needed)	\$15,000.00	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$280,000.00	30%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$110,000.00	20%
	Economic Development	Economic Development	Economic Development Activities: Examples of activities include a business sign pilot project.	\$25,000.00	No Change
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$15,000.00	5%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities Include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$165,000.00	No Change
			Proposed Total FY2024 Allocation	\$885,000.00	



Contingency Funding

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

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed whackers, locks/keys.	\$180,000.00	10%
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipients: (Funding to be increased as needed)	\$15,000.00	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$280,000.00	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$110,000.00	10%
	Economic Development	Economic Development	Economic Development Activities: Examples of activities include a business sign pilot project.	\$25,000.00	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$15,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$165,000.00	10%
			Proposed Total FY2024 Allocation	\$830,000.00	



Project: Housing
Proposed Activities:

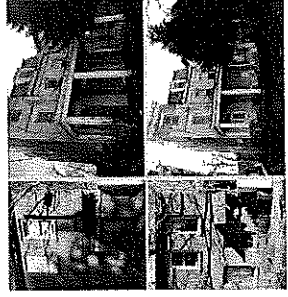
- In Rem Property Program
- Homeowner Repair Assistance Program
(Implemented by City of Newburgh
Housing Partner)



Proposed Housing Activity: In Rem Property Program
Budget: \$180,000.00

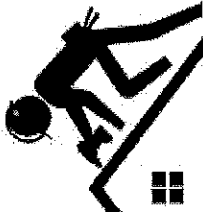
Description:

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



Proposed Housing Activity: Home Repair Assistance Program

Budget: \$15,000.00 (Funding to be increased as needed)



Description:

- Funding for Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.

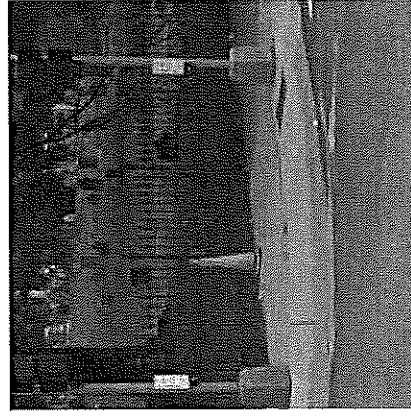
*Repairs may include: roofs, railings, steps, etc., as identified by City of Newburgh Housing Partner.



Proposed Infrastructure Improvements Activity:
Curb Ramp and Sidewalk Upgrades
Budget: \$280,000.00

Description:

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



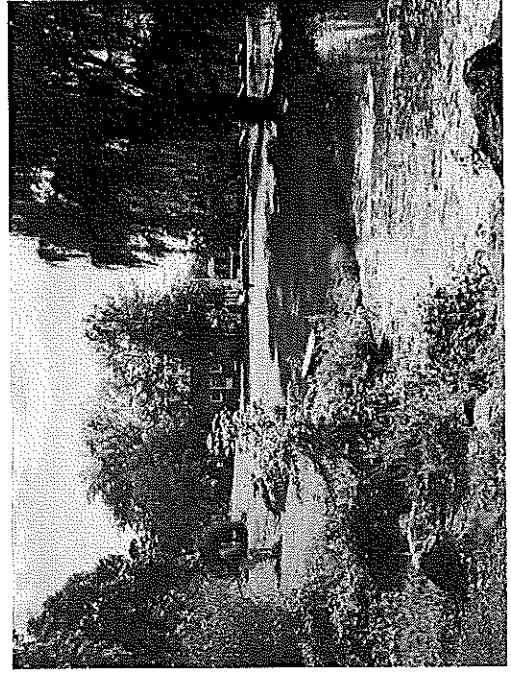
Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$110,000.00

Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.



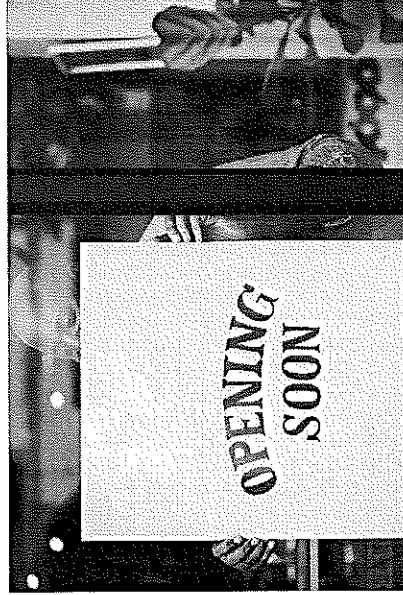
Proposed Economic Development Activity:

Business Assistance

Budget: \$25,000.00

Description:

- Funding for business assistance, such as business signage.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- 2023 Summer Film Festival
- National Night Out

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



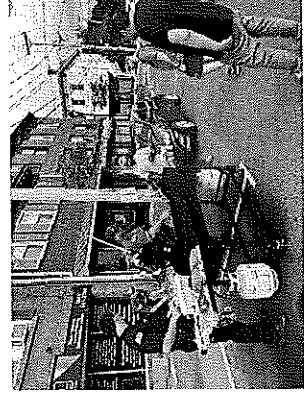
Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- City of Newburgh Community Outreach Activities, such as Community Violence Intervention (CVI) Activities.

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



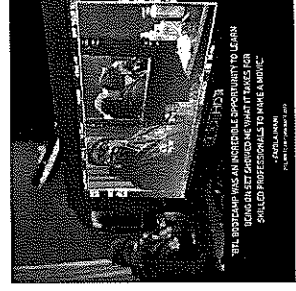
Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

Description (Anticipated Services):

- Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)

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

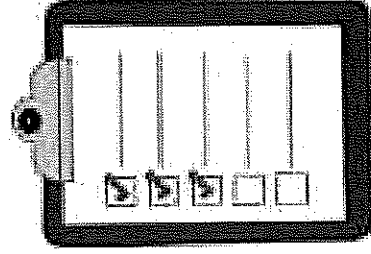


Proposed Activity: Administration

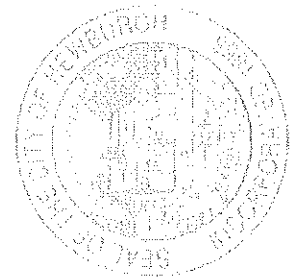
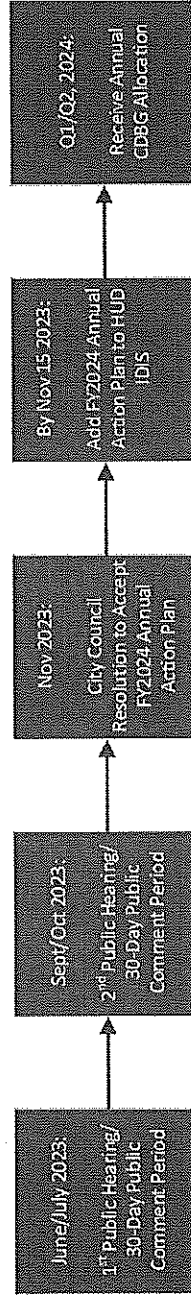
Budget: \$165,000.00

Description:

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



FY2024 CDBG AAP Timeline



FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE





Desarrollo comunitario Subvención en bloque (“CDBG”) Plan de acción anual FY2024

**Departamento de Planificación y
Desarrollo
Junio, 2023**





**Consejo Municipal de la Ciudad
de Newburgh:**

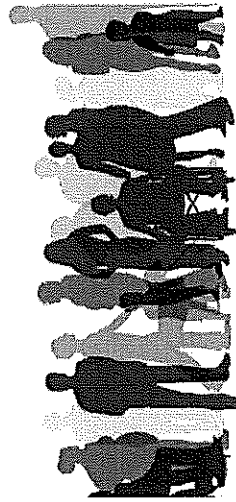
Torrance Harvey, Alcalde
Giselle Martinez, Distrito 1
Ramona Monteverde, Distrito 2
Robert Sklarz, Distrito 3
Patty Sofokles, Distrito 4
Anthony Grice, el comité asesor
Omari Shakur, el comité asesor



Metas de desarrollo comunitario de la ciudad de Newburgh - Actualización

- Desarrollo económico sin desplazamiento.
- Mejorar la difusión y la comunicación con la comunidad.
- Apoyar un clima que valore la diversidad, recompense la independencia, alimente la creatividad y nos una a todos.

Para construir con éxito una comunidad es necesario restablecer la confianza, lo que requiere tiempo, paciencia, promoción y comunicación.



"CDBG" - Breve introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de EE.UU. (HUD)
- Asignado a los gobiernos locales y estatales según un sistema basado en una fórmula.
- La ciudad de Newburgh pertenece al Consorcio del Condado de Orange (Condado de Orange, ciudad de Newburgh, ciudad de Middletown).
- La ciudad de Newburgh está obligada a preparar y presentar un Plan Consolidado que establezca objetivos para el uso de los fondos CDBG. El actual Plan Consolidado de la Ciudad de Newburgh: FY2020-FY2024
- Los proyectos DEBEN ser coherentes con las prioridades nacionales del CDBG:
 - Actividades que benefician a personas con ingresos bajos y moderados;
 - La prevención o eliminación de barrios marginales o deterioro; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente para la salud o la seguridad.



Proyectos/fondos CDBG propuestos para el año fiscal 2024

Proyectos financiados	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del
Vivienda	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$180,000.00
Vivienda	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la ciudad de Newburgh Subreceptor. (La financiación se incrementará según sea necesario)	\$15,000.00
Mejoras de las	Mejoras de las	Mejoras de las Infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$280,000.00
Mejoras de las	Mejoras de las	Mejoras en las instalaciones públi	Mejoras de accesibilidad pública en edificios, parques y	\$110,000.00
Desarrollo económico	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00
Mejoras en la calidad de vida	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$25,000.00
Administración	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$165,000.00
Asignación total propuesta para el año fiscal 2024				\$830,000.00



Fondos de contingencia

Si el total de la asignación anual excede la estimación propuesta, los presupuestos de los proyectos aumentarán:

Proyectos financiados	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del	% Incremento del
Vivienda	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$180,000.00	Ningún cambio
Vivienda	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la ciudad de Newburgh Subreceptor. (La financiación se incrementará según sea necesario)	\$15,000.00	30%
Mejoras de las	Mejoras de las	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$280,000.00	30%
Mejoras de las	Mejoras de las	Mejoras en las instalaciones públi.	Mejoras de accesibilidad pública en edificios, parques y	\$110,000.00	20%
Desarrollo económico	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00	Ningún cambio
Mejoras en la calidad de vida	Mejoras en la calidad de vida	Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	5%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	5%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$25,000.00	10%
Administración	Administración	Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$165,000.00	Ningún cambio
Asignación total propuesta para el año fiscal 2024				\$830,000.00	



Fondos de contingencia

Si el total de la asignación anual es inferior a la estimación propuesta, los presupuestos de los proyectos se reducirán:

Proyectos financiados	Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del	% Disminución del
Vivienda	Vivienda	Vivienda	Programa de Propiedad In Rem: Para seguir financiando los	\$180,000.00	10%
Vivienda	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la ciudad de Newburgh Subreceptor. (La financiación se incrementará según sea necesario)	\$15,000.00	10%
Mejoras de las		Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la	\$280,000.00	20%
Mejoras de las		Mejoras en las instalaciones públicas	Mejoras de accesibilidad pública en edificios, parques y	\$110,000.00	10%
Desarrollo económico		Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00	10%
Mejoras en la calidad de vida		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	10%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	10%
		Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$25,000.00	10%
Administración		Administración	Administración Sujeta al Límite de Asignación Anual del 20%.	\$165,000.00	10%
Asignación total propuesta para el año fiscal 2024				\$830,000.00	



Proyecto: Vivienda

Actividades propuestas:

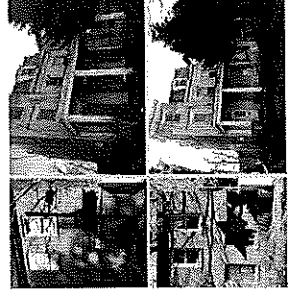
- Programa de Propiedad In Rem
- Programa de ayuda a la reparación de viviendas (ejecutado por el socio de vivienda de la ciudad de Newburgh)

Actividad de vivienda propuesta: Programa de Propiedad "In Rem"

Presupuesto: \$180,000.00

Descripción:

- Actividad a cargo de 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planificación y Desarrollo dedicado al programa "in rem".
- Se proporciona mantenimiento y seguridad a las propiedades desocupadas. Mantiene las propiedades habitables, los barrios en buen estado y el valor de las propiedades.



Propuesta de actividad en materia de vivienda:
Programa de ayuda a la reparación de la vivienda
Presupuesto: \$15,000.00 (La financiación se incrementará según sea necesario)



Descripción:

- Financiamiento para el Programa de Asistencia para Reparación de Viviendas para Propietarios de Viviendas de la Ciudad de Newburgh con Ingresos Bajos/Moderados.* Implementado a través del Socio de Vivienda de la Ciudad de Newburgh.

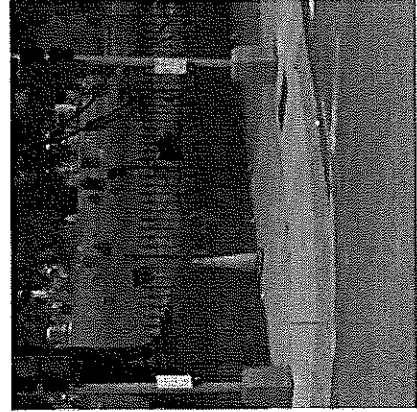
*Las reparaciones pueden incluir: techos, barandillas, escalones, etc., según lo identificado por el Socio de Vivienda de la Ciudad de Newburgh.



Propuesta de actividades para la realización de mejoras en las infraestructuras: Actualizaciones de aceras y rampas para bordillos
Presupuesto: \$280,000.00

Descripción:

- Fondos para seguir financiando el proyecto de renovación de aceras y rampas para bordillos.



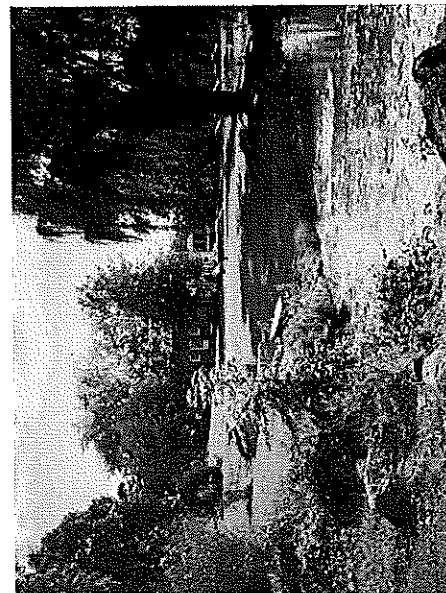
Propuestas de obras de infraestructura

Actividad: Mejoras de las instalaciones públicas

Presupuesto: \$110,000.00

Descripción:

- Financiación de mejoras de accesibilidad pública en edificios, parques y otros espacios públicos de la ciudad de Newburgh.



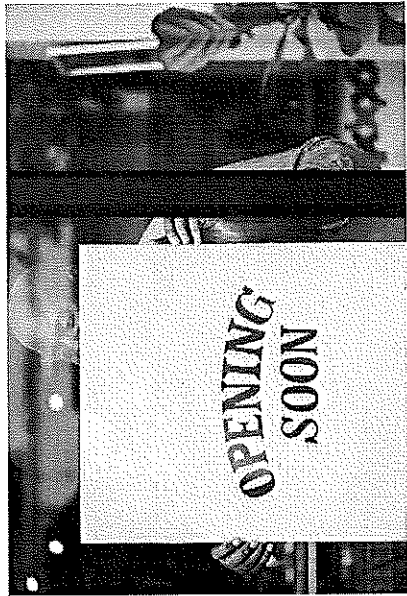
Actividad propuesta de desarrollo económico:

Asistencia a empresas

Presupuesto: \$25,000.00

Descripción:

- Fondos de ayuda a las empresas, de carteles comerciales.



Actividad de Calidad de Vida Propuesta:

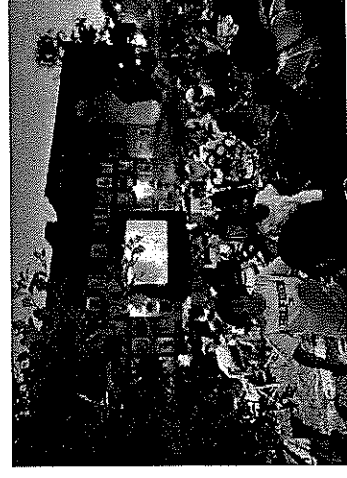
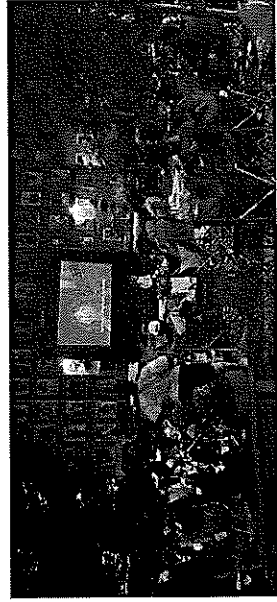
Servicios de Vecindario

Presupuesto: \$15,000.00

Descripción (servicios previstos):

- Festival de Cine de Verano 2023
- Noche Nacional Afuera “National Night Out”

Importante: Actividad de servicio público, sujeta a un límite de asignación anual del 15%.



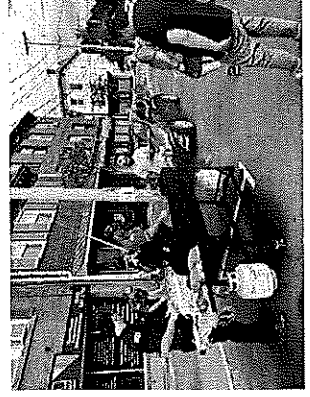
Actividad de Calidad de Vida Propuesta: Servicios de Vecindario

Presupuesto: \$15,000.00

Descripción (servicios previstos):

- Actividades de difusión comunitaria de la ciudad de Newburgh, como las actividades de intervención comunitaria contra la violencia (CVI).

Importante: Actividad de servicio público, sujeta a un límite de asignación anual del 15%.



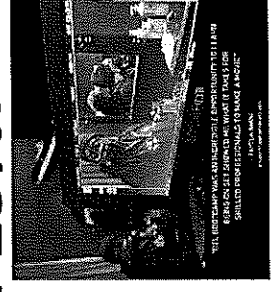
Actividad de Calidad de Vida Propuesta: Servicios de proximidad

Presupuesto: \$25,000.00

Descripción (servicios previstos):

- Capacitación laboral en el lugar de trabajo (actividades sujetas a la aprobación operativa de la ciudad de Newburgh)

Importante: Actividad de servicio público, sujeta a un límite de asignación anual del 15%.

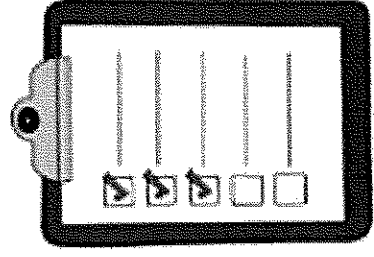


Actividad propuesta: Administración

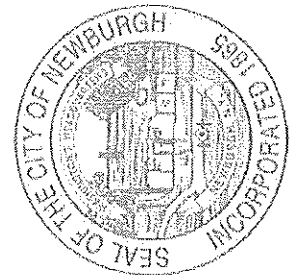
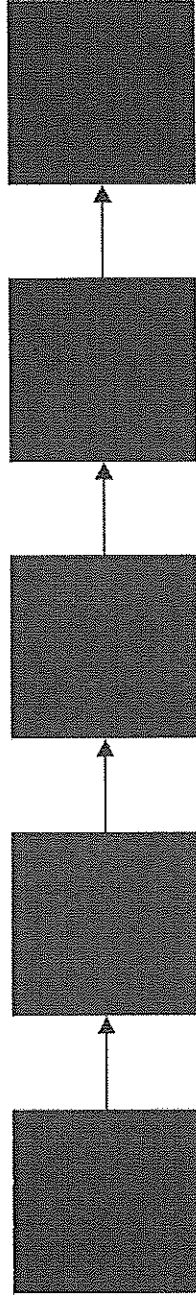
Presupuesto: \$165,000.00

Descripción:

- Fondos para la administración del programa, salario y beneficios del personal, servicios de traducción de idiomas, gastos de funcionamiento del programa (incluido el correo), formaciones/conferencias del programa.



Calendario del PAA del CDBG para el año fiscal 2024



**Año fiscal 2024 CALENDARIO DE PROYECTOS DE LA
SUBVENCIÓN DE BLOQUE PARA EL DESARROLLO
COMUNITARIO (CDBG)**

Proyectos financiados		Necesidad prioritaria atendida	Nombre del proyecto	Actividades propuestas (Ejemplos)	Financiación del	% Incremento del	% Disminución del
Proyectos financiados	Vivienda	Vivienda	Vivienda	Programa de Propiedad in Rem: Para seguir financiando los	\$180,000.00	Ningún cambio	10%
	Vivienda	Vivienda	Vivienda	Programa de reparación de viviendas gestionado por la ciudad de Newburgh Subreceptor. (La financiación se incrementará según sea necesario)	\$15,000.00	30%	10%
	Mejoras de las infraestructuras	Mejoras de las infraestructuras	Mejoras de las infraestructuras	Seguir financiando el proyecto de mejora de la acera y la rampa del	\$280,000.00	30%	20%
	Mejoras de las infraestructuras	Mejoras de las infraestructuras	Mejoras en las instalaciones públicas	Mejoras de accesibilidad pública en edificios, parques y otros	\$110,000.00	20%	10%
	Desarrollo económico	Desarrollo económico	Desarrollo económico	Actividades de desarrollo económico. Entre los ejemplos de	\$25,000.00	Ningún cambio	10%
	Mejoras en la calidad de vida	Mejoras en la calidad de vida	Servicios a Vecindarios Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	5%	10%
			Servicios a Vecindarios	Actividad de servicio público, sujeta a un límite de asignación	\$15,000.00	5%	10%
	Administración	Administración	Administración	Actividad de servicio público, sujeta a un límite de asignación	\$25,000.00	10%	10%
				Administración Sujeta al Límite de Asignación Anual del 20%. Las	\$165,000.00	Ningún cambio	10%
				Asignación total propuesta para el año fiscal 2024	\$830,000.00		

FY2024 Annual Action Plan
Community Development Block Grant (CDBG)

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project Increase, if HUD allocation greater than proposed (approx.)		% Project decrease, if HUD allocation less than proposed (approx.)	
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$180,000.00	No Change		10%	
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient. (Funding to be increased as needed)	\$15,000.00	30%		10%	
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$280,000.00	30%		20%	
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$110,000.00	20%		10%	
	Economic Development	Economic Development	Economic Development Activities. Examples of activities include a business sign pilot project.	\$25,000.00	No Change		10%	
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%		10%	
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Police/Fire Cadet Youth Program)	\$15,000.00	5%		10%	
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%		10%	
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$165,000.00	No Change		10%	
			Proposed Total FY2024 Allocation	\$830,000.00				

RESOLUTION NO.: 227 - 2023

OF

NOVEMBER 13, 2023

**A RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND THE MID-HUDSON INTERPRETER SERVICE
PROGRAM OF TACONIC RESOURCES FOR INDEPENDENCE, INC.
FOR AMERICAN SIGN LANGUAGE/ENGLISH INTERPRETING SERVICES**

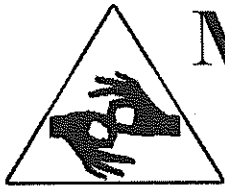
WHEREAS, by Resolution No. 55-2023, the City Council of the City of Newburgh approved an agreement with The Mid-Hudson Interpreter Service Program of Taconic Resources for Independence, Inc. to provide American Sign Language/English Interpreting services to ensure that Community Development Block Grant (CDBG) public meetings are accessible to individuals with hearing impairments and to comply with Title II of the Americans with Disabilities Act; and

WHEREAS, to remain in compliance with CDBG program requirements and Title II of the Americans with Disabilities Act, the City of Newburgh proposes to renew the agreement with The Mid-Hudson Interpreter Service Program of Taconic Resources for Independence, Inc. to provide American Sign Language/English Interpreting services; and

WHEREAS, the cost of these services will be derived from CDBG Administration budget line CD1.8686.0100.8000.2023; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a renewal agreement with The Mid-Hudson Interpreter Service Program of Taconic Resources for Independence, Inc. to provide American Sign Language/English Interpreting services.



MHIS

Mid-Hudson Interpreter Service

*A Program of
Taconic Resources
for Independence, Inc.*

Providing effective communication and advocacy for the Deaf and Hard of Hearing since 1989

AGREEMENT FOR AMERICAN SIGN LANGUAGE/ENGLISH INTERPRETING SERVICES

This agreement entered into by and between Taconic Resources for Independence, Inc. and the program of Mid-Hudson Interpreter Service, hereinafter referred to as "MHIS" and City of Newburgh, hereinafter referred to as "Customer".

Dates of Service are from January 1, 2024 through December 31, 2024

****Be advised; rates valid for 30 days. Timely return of signed agreement ensures retention of rates enclosed for above dates.**

SCOPE OF SERVICES

To provide effective communication utilizing but not limited to; Sign/Visual Language(s), Oral, and/or Tactile methods of interpreting services. MHIS is available seven (7) days a week. Requests shall be made with a recommended ten (10) days' notice. MHIS shall use its best effort to provide communication services when requested for any and all appointments. MHIS shall serve as the contact to all parties via various communication modes or at person-to-person meetings. MHIS shall process related documents and payment to the interpreters.

1. REQUEST INFORMATION

1.1 Customer shall request interpreting services directly to MHIS at 845-452-3913 extension 102. Emergency requests, or any request being less than three (3) full business days' notice, shall be made by contacting MHIS office telephone number as well as calling the on-call telephone number at 845-797-3799.

1.2 Prior to providing interpreting services, a fully executed contract must be on file at the MHIS office. A request for information to adequately prepare the agency and the interpreter(s) shall be required. The MHIS staff will request the following information including, but not limited to: the date(s), beginning and approximate ending time(s), address and location(s), description of assignment, requester's name and contact information, communication mode, copies of any written materials, and knowledge of any audio and/or visual equipment to be used.

2. ASSIGNMENT LENGTH

2.1 The requested, scheduled, or reserved timeframe is the billable time, to the next full hour, when outside of the 2-hour minimum Appearance Fee. For assignment(s) exceeding the requested time, the interpreter(s) shall have the option to remain or depart at the designated ending time. Upon the interpreter(s) remaining beyond the initial requested end time, additional hourly rates shall be charged in accordance with the terms and conditions stated below. If the assignment ends early, the billable time is still the full reserved timeframe.

3. RATES

3.1 Rates shall be paid to MHIS in accordance with the following service schedule. A two (2) hour minimum Appearance Fee is required for all services, per interpreter. Hourly rates thereafter are per interpreter.

3.2 Weekday services (8:00am to 5:00pm): Ninety-Five Dollars (\$95.00) per hour, or any part thereof, per interpreter.

3.3 Weeknights (5:00pm to 8:00am), Weekends & Holidays (8:00am to 5:00pm) services: One Hundred Five Dollars (\$105.00) per hour, or any part thereof, per interpreter.

Mid-Hudson Interpreter Service 82 Washington St. - Suite 214 Poughkeepsie, NY 12601

845.452.3913 voice 845.485.3196 fax 845.330.2083 VP 845.485.8110 TTY

www.taconicresources.org mhis@taconicresources.org

3.4 Weekends and Holidays (5:00pm to 8:00am) services: One Hundred Fifteen Dollars (\$115.00) per hour, or any part thereof, per interpreter.

3.5 Emergency Services and Rework Fees: Services requested and/or rework of services previously confirmed with less than three (3) full business days' notice shall incur an additional Fifteen Dollars (\$15.00) per hour to above rates, per interpreter.

3.6 Travel: Coinciding with above rates, hourly fees for travel shall apply when travel is forty-five (45) clock minutes or more, one way, from the interpreter's starting point to the requested location.

3.7 Legal Rate: Should the assignment involve any legal proceedings or legal type meetings, all above rates would increase by Ten Dollars (\$10.00) per hour, per interpreter to allow for the specialized interpreting that would be involved in the assignment.

4. CANCELLATION POLICY - Emergency Cancellations: ***Should the Customer need to cancel an assignment with less than 3 full business days' notice, the Customer must call the 24-hour Emergency # 845-797-3799 and also call 845-452-3913 Ext. 102 to leave a detailed message and to ensure cancellation was received in time. Otherwise, an email to MHIS@taconicresources.org or calling either phone numbers are acceptable for any non-emergency cancellation with more than 72 business hours' notice.

4.1 Full payment, per interpreter, shall be made to MHIS for one day assignments, being one (1) day or less, when cancellation notice is given to the MHIS office with less than three (3) full business days prior to the scheduled assignment.

4.2 Full payment, per interpreter, shall be made to MHIS for multiple day assignments, being one (1) week or less, when cancellation notice is given to the MHIS office with less than five (5) full business days prior to the scheduled assignments.

4.3 Full payment, per interpreter, shall be made to MHIS for numerous assignments, being one (1) week or longer, when cancellation notice is given to the MHIS office with less than ten (10) full business days prior to the scheduled assignment.

4.4 Weather: In the event of inclement weather cancellations, the Customer will be charged for the entire scheduled time if the cancellation is not made to MHIS by the Customer prior to interpreter leaving their base for the scheduled assignment. MHIS reserves the right to cancel in event of inclement weather or catastrophic event, and in that event MHIS shall have no liability under this contract beyond providing similar substitute Services at another mutually agreeable time and place.

4.5 MHIS reserves the right to charge for the full assignment time upon untimely notices. Upon the interpreter(s) arrival on site for the assignment and if any party does not arrive for any reason after thirty (30) minutes of the starting time, the interpreter(s) shall have the option to depart and charge for the entire scheduled time.

5. BILLING

5.1 MHIS will invoice customer who will be responsible for full payment of invoice to MHIS. MHIS will not split invoices between requesting customer and other entities. All payments shall be made by check and payable to Mid-Hudson Interpreter Service or via direct deposit (ACH/EFT). MHIS invoice numbers shall be noted on all checks/payments. Send payment to Attention: Financial Director. Payment shall be due upon receipt. A Rebilling Fee of Ten Dollars (\$10.00) per each month delinquent will be applied to all invoices that are 30 days past due. Customer shall be liable for all legal and collection fees.

5.2 Surcharges to Consumer: The cost of Interpreting Services cannot be billed or transferred in any way to the consumer as per Title II of the Americans with Disability Act II-3.5400. States as follows: "Surcharges: Although compliance may result in some additional cost, a public entity may not place a surcharge only on particular individuals with disabilities or groups of individuals with disabilities to cover these expenses."

6. INTERPRETERS – All Private Practice Interpreters (PPI) set their own availability with our agency.

6.1 PPIs shall be selected at the discretion of the MHIS staff. Customer will be notified prior to confirming any assignment if more than one interpreter will be required to accommodate a request. The decision to use a team rather than an individual interpreter is based on a number of factors, including, but not limited to: the length and/or complexity of the assignment, the unique needs of the persons being served, the physical and emotional dynamics of the setting, and avoidance of repetitive stress injuries (RSIs) for interpreters.

Mid-Hudson Interpreter Service 82 Washington St. - Suite 214 Poughkeepsie, NY 12601

845.452.3913 voice 845.485.3196 fax 845.330.2083 VP 845.485.8110 TTY

www.taconicresources.org mhis@taconicresources.org

6.2 In the event that Customer requires that interpreters provide evidence of or undergo specific clearance procedures (e.g. medical testing, physical exams, fingerprinting, background checks, etc.) as an additional condition to performing services pursuant to this Agreement, (i) the requirement for such clearance procedures shall be disclosed not less than sixty (60) days in advance to MHIS, and (ii) the cost of any such procedures shall be at the sole expense of Customer and not MHIS or the individual interpreter.

6.3 INTERN / MENTOR / MENTEE PROGRAM

INTERNS - Occasionally TRI/MHIS will work with college students studying to become Sign Language Interpreters by allowing them to intern with our agency by shadowing Interpreters on our roster. These interns would be passively observing scheduled interpreters during appointments.

MENTEE/MENTOR - Occasionally TRI/MHIS will work with college students studying to become Sign Language Interpreters. These students are required to complete a number of practical interpreting hours while supervised by a Certified Interpreter acting as their Mentor. The student would be actively interpreting while under the guidance and supervision of their assigned Mentor.

Interns and Mentees working with MHIS and the MHIS office personnel strictly follow and adhere to HIPAA, Parent's Bill of Rights, RID Code of Ethics, and confidentiality guidelines regarding the privacy of all information whether verbal, written or digital from their Educational Institution as well as MHIS.

There is no additional fee associated with this program should you Opt In. Indicate preference on signature page.

7. CONFIDENTIALITY & SECURITY

7.1 All PPIs working with MHIS and the MHIS office personnel strictly follow and adhere to HIPAA, Parent's Bill of Rights, RID Code of Ethics and confidentiality guidelines regarding the privacy of all information whether verbal, written or digital.

7.2 All MHIS Interpreters receive a background check before being placed on our roster. Educational Interpreters are fingerprinted at their expense before being placed in educational settings.

8. CONTRACT TERMS

8.1 Policies are subject to change. Any changes in the terms and conditions of this contract shall be subject to written approval by all respective parties acknowledging acceptance.

9. TERMINATION OF CONTRACT

9.1 NON-COMPETE: This agreement may be terminated by either party upon thirty (30) days written notice. Customer agrees not to privately contract and/or hire any of the interpreter(s) that were previously provided by MHIS during the period of this agreement and for one year after termination of this agreement.

9.2 The completion and return of this contract constitutes agreement to follow its policies. This Agreement shall be effective for an initial period of one (1) year and may renew for subsequent terms of one (1) calendar year in duration with a fully executed Renewal Agreement, unless terminated by either party as provided in this Agreement, or a change is submitted in writing by MHIS.

10. INDEMNITY

10.1 Each party shall indemnify and hold harmless the other party, its directors, officers, and employees from any and all claims or other loss that may arise from or are in connection with the indemnifying party's negligence, willful misconduct or breach of this Agreement, except to the extent that such loss was caused by the negligence, willful misconduct, or breach of the other party.

11. TRAINING

11.1 As a customer of MHIS we offer educational trainings free of charge to your employees. Our trainings are focused on creating an understanding of working with the Deaf/Hard of Hearing community and how the Americans with Disabilities Act (ADA) is applicable to them. Should you be interested in these trainings, please reach out to our Program Director at 845-452-3913 x103 or J.byernes@taconicresources.org .

12. DEAF CONSUMER DIRECTORY

12.1 The Deaf/Hard of Hearing Community has difficulty finding organizations that understand the need for effective communication. TRI/MHIS has put together a list of organizations that provide sign language interpreters through our agency to better help the community know who provides services in their language.

We would like to include your organization in our Deaf Consumer Directory as an entity that provides interpreters, please confirm if this is agreeable to you. Please circle choice: YES or NO

I have read, understand, and hereby agree to all terms and conditions of the contract stated within.

Authorized Customer Signature

Date

Print Name & Title

Email address

Company/Agency

Invoices: Attention to (if different than above)

Address

Phone

Town/City, State, Zip Code

Please indicate your Intern / Mentee preference below from item #6.3:

_____ Opt In – We welcome student Interns

_____ Opt Out – We prefer not to have student Interns

Below this line is for TRI/MHIS administration

Licia A. Valleau - MHIS Contract Manager

Date

Lisa Tarricone – Executive Director

Date

Rev 10/2022

From: Licia Valleau
To: Fillo, Ellen
Subject: 2024 Renewal of Sign Language Services MHIS/City of Newburgh
Date: Wednesday, October 11, 2023 2:06:46 PM
Attachments: image001.png
City of Newburgh 2024.pdf
Importance: High

Good afternoon Ellen,

I hope this email finds you well. Attached is the Agreement to renew our Sign Language Services for the upcoming year.

We have been able to delay any increases these past years, but due to increasing interpreter rates, we find ourselves increasing our rates for the first time in several years.

As a reminder, there is no cost associated with having a signed agreement on file. Fees are only incurred if a request for services is made. Aside from protecting your business from any rate increases during the course of the year, having an agreement on file also means that in the event an interpreter is needed, you will be able to make a request for interpreting services without having to complete a new agreement.

We recommend keeping an active agreement for services on file because it costs nothing and makes it easier to request services should the need unexpectedly arise. In addition to the obvious benefits, you are also ensuring your business is in compliance with the Americans with Disabilities Act Law (ADA), Title III, under section 36.303 Auxiliary Aids and Services.

Our agency first requires all private practice interpreters to undergo a background check prior to being added to our roster. This is not the case with all language agencies.

Our agency employs a holistic approach to services for the Deaf/Hard of Hearing beyond simply providing interpreters. It is our belief that our customers, interpreters, and the Deaf community all mutually benefit from education surrounding working with the Deaf/Hard of Hearing. To this end, we are proud to offer free trainings to your staff about cultural competency, working with the Deaf/Hard of Hearing, & working with interpreters. If you are interested in discussing or scheduling an educational training, please contact our Program Manager, Jeanine Byrnes, at j.byrnes@taconicresources.org or at 845-452-3913 x103.

Once reviewed, approved, completed, and signed, please email the entire document to me for the countersignatures to avoid any delay or interruption of services.

Please do not hesitate to contact me with any questions or concerns.

We look forward to continuing our working association.

Warm regards,

Licia

Licia Valleau, (she/her/hers)
MHIS Billing & Contract Manager



Mid-Hudson
Interpreter
Service

A program of
Taconic Resources for Independence, Inc.

Taconic Resources for Independence, Inc.
82 Washington St., Suite 214,
Poughkeepsie, NY 12601

L.valleau@taconicresources.org

Office: 845-452-3913 ext. 106 (7am-2pm)

Fax: 845-485-3196

845.345.8416 (Video Phone for Deaf/ Hard of Hearing)

845.485.8110 (TTY)

www.taconicresources.org

Follow TRI on our social media pages to keep up to date with events and community resources:

<https://www.facebook.com/TaconicResources/>

<https://www.instagram.com/taconicresources/>

[Click Here to Sign up for TRI's Newsletter and Alerts](#)

Taconic Resources for Independence, Inc. (TRI) was founded in 1986 and is Dutchess County's leading disability advocacy organization, dedicated to empowering individuals with disabilities to lead self-directed lives. TRI works within the community to provide disability awareness and advocacy for the removal of barriers.

This communication, including any attachments, 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 by reply e-mail, delete and destroy all copies of the original message. No responsibility is accepted by Taconic Resources for Independence, Inc. or Mid-Hudson Interpreter Service for any loss or damage arising in any way from receipt of this message.

RESOLUTION NO.: 55 - 2022

OF

MARCH 14, 2022

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND THE MID-HUDSON INTERPRETER SERVICE
PROGRAM OF TACONIC RESOURCES FOR INDEPENDENCE, INC.
FOR AMERICAN SIGN LANGUAGE/ENGLISH INTERPRETING SERVICES

WHEREAS, to ensure that Community Development Block Grant (CDBG) public meetings are accessible to individuals with hearing impairments and to comply with Title II of the Americans with Disabilities Act, the City of Newburgh wishes to enter into the attached agreement with The Mid-Hudson Interpreter Service Program of Taconic Resources for Independence, Inc. to provide American Sign Language/English Interpreting services; and

WHEREAS, the cost of these services will be derived from CDBG contractual services lines CD1.8686.0400.8000.2021 and CD1.8686.0400.8000.2022; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with The Mid-Hudson Interpreter Service Program of Taconic Resources for Independence, Inc. to provide American Sign Language/English Interpreting services.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 3/14/22
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 15 day of March, 2022

City Clerk

RESOLUTION NO.: 228 - 2023

OF

NOVEMBER 13, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE 2024 YOUTH EMPLOYMENT AND TRAINING PROGRAM TO PROVIDE
YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH**

WHEREAS, the County of Orange is once again offering a Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for 11 youth participants to work in the Water Department, Department of Public Works, Code Compliance Bureau and Recreation Department; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the 2024 Youth Employment and Training Program which provides young people to work in the City of Newburgh.



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0325 FAX: (845) 360-9303
E-MAIL: Kfabiano@orangecountygov.com
www.orangecountygov.com

TO: Prospective 2024 Youth Employment Program Worksites

FROM: Karina Fabiano, Employment Services Youth Coordinator

DATE:

RE: 2024 YOUTH EMPLOYMENT & TRAINING PROGRAM WORKSITE APPLICATION

Applications can be downloaded at www.orangecountygov.com/eta
Click on Application for Worksites

The Orange County Employment & Training Administration (OCETA) operates a state-funded Youth Employment Program (YEP) for economically disadvantaged youth between the ages of 14 and 20. The YEP provides youth with paid employment for up to 30 hours per week. **OCETA pays youth participants at minimum wage or slightly higher.**

We are in the process of planning for the 2024 Youth Employment Program (YEP). The program tentatively will run from January 1st through June 30th. The participants will go through an orientation before the Youth Program. They will then continue their employment at their perspective worksite.

As in years past the funding for this program is uncertain. However, we are moving forward with anticipation that funding will be forthcoming. If you are interested in serving as a worksite, please complete and return the application by **November 17, 2023 by either:**

Fax to Karina Fabiano at (845) 360-9303 or email
kfabiano@orangecountygov.com

Worksites are selected based on a commitment to provide a learning-enriched employment experience for young workers. Please be advised that all *youth participants are insured by the Orange County for worker compensation coverage.*

After completing and returning your application, it will be forwarded to the respective departments to gather the approved signatures and be executed. If you have any questions, please feel free to contact me at (845) 360-0325.

We hope to work with you, and we thank you in advance for your willingness to guide and nurture the county's developing workforce.

Karina Fabiano
Employment & Training Administration
18 Seward Ave, 1st Floor
Middletown, NY 10940



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0325 FAX: (845) 360-9303
E-MAIL: Kfabiano@orangecountygov.com
www.orangecountygov.com

Youth Employment Program **Worksite Application 2024**

Agency's Legal Name _____

Address _____

Phone Number _____ Fax _____ E-Mail _____

Proposal Prepared By: _____

Person to Contact (if different than above) _____

Phone Number _____ Fax _____ E-Mail _____

Contact Person: _____

Phone Number _____ Fax _____ E-Mail _____

Total Number of Positions (Youth) Requested _____

IMPORTANT INFORMATION

- *Participants can only work up to 30 hours per week (excluding unpaid lunch).*
- *Based on NY State Labor Laws participants can take half hour or one hour of unpaid lunch.*
- *Participants cannot work more than 6 hours per day.*
- *Participants can work from 8:30AM to 5:00PM, Monday through Friday (NO WEEKENDS).*
- *Participants cannot participate in any recreational field trips.*

YEP Application 2024

1. Will your agency be able to accommodate youth participating in the program who must work less than 30 hours per week?

Yes

No

2. If applicable, how does the worksite plan to accommodate youth during inclement weather?

3. Does your agency require youth participants to meet any specific qualifications in order to perform Work duties? (Please keep in mind program participants have little or no work experience)

Yes

No

If yes, please explain:

4. Does your agency require to pre-screen program prior to program start up?

Yes

No

If yes, please explain:

5. **JOB DESCRIPTION:** Provide a job description for each position you are requesting. Please be specific about the tasks the participant(s) will be responsible for. If more space is needed, please attach separate sheets.

1. **Youth's JOB TITLE**

Number of Positions
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

Address to report to on Day 1 (Where the youth will be
If different from above)

JOB DESCRIPTION:

2.

Youth's JOB TITLE

Number of Positions
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

Address to report to on Day 1 (Where the youth will be
If different from above)

JOB DESCRIPTION:

3.

Youth's JOB TITLE

Number of Positions
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

Address to report to on Day 1 (Where the youth will be
If different from above)

JOB DESCRIPTION:

4.

Youth's JOB TITLE

Number of Positions
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

(con't 4)

Address to report to on Day 1 (Where the youth will be
If different from above)

JOB DESCRIPTION:

5.

Youth's JOB TITLE

Number of Positions
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

Address to report to on Day 1 (Where the youth will be
If different from above)

JOB DESCRIPTION:

6.

Youth's JOB TITLE

Number of Positions
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

Address to report to on Day 1 (Where the youth will be
If different from above)

JOB DESCRIPTION:

Check the following statements accordingly:

YES

NO

1. Can your agency provide transportation for YEP participants? _____
2. Agency is a bona fide non-profit organization operating on a Year Round basis with verification of tax exempt status? _____
3. YEP participants must have a supervisory ratio of 12:1. The number of regular employees plus program participants equals this ratio. _____
4. Work location is large enough to accommodate both staff and the number of participants requested. _____
5. Sheltered facilities are available in the event of inclement weather. _____
6. Is your worksite(s) free from hazardous conditions? _____
7. Location has all the equipment and supplies necessary for youth to perform work activities. _____
8. Work activities proposed are sufficient to employ each youth working up to 30 hours per week. _____
9. Has your agency previously participated in the SYEP or YEP? _____

If yes, when? _____

PLEASE NOTE

The program is scheduled to run (tentatively) from January 1, 2024 to June 30, 2024.

The following criteria must be met **BEFORE** the program's inception:

- All work locations must be inspected and monitored by the YEP staff.
- Worksite must complete worksite agreement with YEP staff.
- Worksite supervisors or support staff **must** attend the worksite orientation provided by YEP staff prior to program start up. This orientation will take place at your worksite.
- **If photos will be taken of participants for marketing purposes, a consent form must be completed, signed, and returned to Karina Fabiano to keep on file.**

RESOLUTION NO.: 229 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT WITH ENGINEERING & SURVEYING PROPERTIES, P.C.
FOR PROFESSIONAL LAND SURVEYING SERVICES OF
17 PARCELS OF PROPERTY NEAR WEST STREET, KEEFE STREET,
AND CASSEDY STREET IN THE AMOUNT OF \$24,500.00

WHEREAS, the City of Newburgh intends to undertake a review of the area around parcels near West Street, Keefe Street, and Cassedy Street for potential development; and

WHEREAS, the City has solicited and received proposals to provide professional land surveying services as an important first step in the development process; and

WHEREAS, the City received a proposal from Engineering & Surveying Properties, P.C., to provide land surveying services to 17 parcels of property in the subject area; and

WHEREAS, the funding for the land surveying services shall be derived from A.8684.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that accepting the proposal and entering into a contract for such work as proposed is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to accept a proposal and execute a contract for professional land surveying services with Engineering & Surveying Properties, P.C. in the amount of \$24,500.00 in connection with future development of property near West Street, Keefe Street, and Cassedy Street.

229-23

CITY OF NEWBURGH
Land Survey Services Agreement

This agreement ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Engineering & Surveying Properties, P.C., with an office address of 71 Clinton Street, Montgomery, New York 12549 ("Contractor").

WITNESSETH

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform work necessary to complete, in a skillful and professional manner, land surveying services related to 17 parcels of real property located in and around West Street, Orchard Street, and Cassedy Street, all in the City of Newburgh, New York.

WHEREAS, Contractor shall provide such services as more fully described in this Agreement, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

- **Schedule A** – Contractor Scope of Services

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Contractor from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, Contractor assumes responsibility for the services and deliverables proposed in **Schedule A**.

WHEREAS, the services amount to be expended under this Agreement shall not exceed **twenty-four thousand five hundred and 00/100 dollars (\$24,500.00)**, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Contractor to perform the services in **Schedule A**, and Contractor does hereby agree to perform such services described herein. The City and Contractor agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

- 1.1 Agreement: The Agreement executed by both the City and Contractor.
- 1.2 Additional Services: A written authorization for additional work beyond that required to be provided by Section 2, Scope of Services.
- 1.3 Base Design: The design arising out of the provision of the Contractor's basic services that meets project scope and budget.
- 1.4 Budgeted Direct Construction Cost: The City's budgeted cost to construct the project.
- 1.5 City: The City of Newburgh.
- 1.6 Contractor: The individual or design firm represented who is identified on the signature line of the Agreement.
- 1.7 Contract: Same as Agreement.
- 1.8 Contract Documents: Any Requests for Proposals, Technical and Cost Proposals, this Agreement, Construction Documents, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the project.
- 1.9 Cost Control Report: Documentation providing cost data for the continuing evaluation of the work. The cost figures shall be a reasonable estimate of expenditures at the end of the reporting period based on current information.
- 1.10 Final Design Documents: The design drawings, specifications, design analysis, cost estimate, general conditions, supplementary general conditions, and special conditions developed to convey in detail the design, function and construction of the project.
- 1.11 Normal Consulting and Engineering Services: Professional services provided by architect, civil engineer, landscape architect, structural, electrical, and mechanical engineers, design-assist or design-build trade contractors, and cost estimators which are necessary and appropriate to define the project's design and direct the project's construction.
- 1.12 Principal(s): The individual(s) of the Contractor authorized on behalf of the firm to act as signatories to agreements for this project.
- 1.13 Project Manager: A representative of the City designated to act on behalf of the City with respect to the project.

2. SCOPE OF SERVICES

- 2.1 Contractor shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates, and other services and deliverables more specifically described in Schedule A in a timely and professional manner.
- 2.2 Contractor shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work of this Project. All work required under this Contract shall be performed in accordance with these practices, sound design and engineering standards, practices and criteria, and any special requirements as may be described in Schedule A.
- 2.3 Prior to the start of work, Contractor shall submit for approval by the City the names of any subcontractor firms and key individuals proposed for the project design team. The City shall have the exclusive discretion to accept or reject for cause any subcontractor or individual proposed. If a subcontractor is rejected, the Contractor shall propose an alternate subcontractor acceptable to the City. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor retained by the Contractor.
- 2.4 Prior to the start of work, Contractor shall review the document needs and organization, including coordination with the Project Manager. Based on this review, Contractor shall issue a letter to the Project Manager describing measures to be employed by the design team to ensure document coordination on the project.
- 2.5 Prior to the start of work, Contractor shall propose the number of visits and meetings as required to meet the scope and complete the phase. Project meetings/site visits shall be provided with the Scope of Services and as described in Schedule A. Absent specific agreement, no less than the following minimums shall be provided:
 - 2.5.1 One (1) start meeting, which shall include a site visit.
 - 2.5.2 One (1) project progress review meeting.
 - 2.5.3 One (1) project completion meeting.
- 2.6 Contractor will commence work no later than ten (10) days after receiving written notice to proceed from the City.
- 2.7 Physical prints and electronic copies of documents shall be provided upon request by the City at any time, including after project completion, at Contractor's sole cost and expense. Absent specific exclusion no less than the following minimums shall be provided:

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- 2.7.1 One (1) full size print copies of completed work, with size to be determined by the City.
 - 2.7.2 One (1) electronic copy of all plans, and specification in an electronic format acceptable to the City.
 - 2.7.3 One (1) copy of an integrated 3D BIM model (if applicable), DWG, Word, and/or PDF of plans and specifications.
- 2.8 Contractor's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Contractor. Contractor shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the Project Manager. Such Cost Control Report shall be submitted to the City monthly or at such alternative interval as may be described in **Schedule A**.
- 2.9 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Sections 3 and 4, below. In this instance, an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.
3. ADDITIONAL SERVICES
- 3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such work shall be considered Additional Services.
- 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Section 4 (Compensation).
- 3.3 The following services are expressly not covered by Section 2 (Scope of Services) of this Agreement and are considered extra services unless otherwise described in **Schedule A**:
- 3.3.1 Revising previously approved work, notwithstanding Section 3.4.2.
 - 3.3.2 Providing additional design assessments and remedial documentation for the replacement of work during construction damaged by fire or other causes not the fault of the Contractor.
-

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- 3.3.3 Providing additional professional services made necessary through no fault of the Contractor.
 - 3.3.4 Providing additional professional services made necessary to affect a material change of the Agreement requested by the City.
 - 3.3.5 Providing special delineations or renderings, other than that required in Section 2 (Scope of Services).
- 3.4 The following services are expressly covered by Section 2 (Scope of Services), of this Agreement and shall not be considered extra services:
- 3.4.1 Changes required by Federal, New York State, or local code laws, rules, or regulations, as may be applicable.
 - 3.4.2 Changes resulting from Contractor's errors, omissions, or design deficiencies.

4. COMPENSATION

- 4.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 4.2 Compensation for Contractor's Scope of Services shall be as indicated in **Schedule A**.
- 4.3 Fee proposals by the Contractor shall be reflective of the actual effort necessary to design and document the condition identified in Section 2 (Scope of Services).
- 4.4 For Contractor's Additional Services, as described in Section 3 (Additional Services), the compensation to be paid will be identified in a supplemental agreement as applicable.
- 4.5 Payments under this Agreement shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.
- 4.6 At the conclusion of work on the project, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.7 Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be

compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this Section will prevent the Contractor from exercising his rights under Section 2 (Scope of Services) of this contract.

4.8 All subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor shall include all standard required contract provisions, and such agreements shall be subject to review by the City.

4.9 Payment to Contractor is subject to the following audit rights of the City:

4.9.1 For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

4.9.2 For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

4.9.3 For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

5. CITY RESPONSIBILITIES

5.1 The City shall make any surveys, reports, or other documents in the City's possession that the parties deem relevant to the project available to the Contractor as required, at City expense. Said documents shall be for reference only, and the City makes no representations as to the quality, propriety, or accuracy of the information contained in said documents.

5.2 To the best of its ability, the City shall provide site information that indicates lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries, grades and contours of the site; locations, dimensions and data pertaining to known utilities, existing structures, landscaping and trees, and other improvements.

5.3 The City shall provide a geotechnical report, test borings, test pit information, soil bearing values, and other geotechnical assessments appropriate to define sub-surface conditions, if available.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services as determined by the City.
- 6.2 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or breach of contract of any of the services furnished under this Agreement.
- 6.3 The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.

7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1 Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 7.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Contractor shall be made available to the other party to this Agreement upon written request and without expense to such other party.
- 7.3 Contractor agrees that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement, whether in draft or final form, shall become the property of the City. The City shall have access, during regular business hours, to inspect and obtain copies of notes, designs, drawings, specifications, electronic files, calculations, and other technical data pertaining to the work performed under this Agreement.
- 7.4 The City reserves the right to use documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

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- 7.5 At the time of completion of the work, the Contractor shall make available to the City all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the City. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Contractor shall make available to the City all the aforementioned data and material. All original tracings of maps and other engineering data furnished to the City by the Contractor shall bear thereon the endorsement of the Contractor. All plans, estimates, and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the City.
- 7.6 Contractor agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. However, the Contractor agrees to, and does hereby grant, to the City, the State of New York, and the Federal Government, a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world, all in accordance with the provisions of 48 CFR 1-27.

8. TERMINATION

- 8.1 The City may terminate this Agreement or suspend or abandon the project upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Agreement only if the City substantially fails to perform in accordance with Section 5 (City Responsibilities) of this Agreement. Prior to Contractor terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision is Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Agreement.
- 8.2 In the event the City terminates this Agreement, suspends the project for more than 180 days, abandons the project or the Contractor terminates this Agreement in accordance with Section 8.1, the City shall pay to the Contractor full payment for services performed and expenses incurred under this Agreement as follows:
- 8.2.1 The sum due under Section 4 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor, plus any pro-rata sums due to Contractor for Additional Services.
- 8.2.2 In ascertaining the services actually rendered up to the date of termination of this Agreement, suspension or abandonment of the project, consideration will be given to completed work and work in process including incomplete drawings and other documents whether delivered to the City or in the possession of the Contractor.

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- 8.3 The City may immediately cancel this Agreement on notice to Contractor if the City receives information that any work under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

9. INSURANCE AND RISK MANAGEMENT

- 9.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 9.2 Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
- 9.3 Contractor shall not commence work until the City has received evidence of the insurance required in this section and approved the same.
- 9.4 Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:
- 9.4.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

\$3,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

- 9.4.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows:

\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

9.4.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

9.4.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance) on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

9.4.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

9.4.6 Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

9.4.7 The scope of coverage and deductible shall be shown on the certificate of insurance.

9.4.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

9.4.9 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

9.4.10 Contractor shall notify the City in writing of any material change in insurance coverage.

9.4.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

9.4.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives,

volunteers, and agents shall be covered as additional insureds.

- 9.4.11.2 For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- 9.4.11.3 Supplementing sections 9.4.11.1 and 9.4.11.2, the City of Newburgh Industrial Development Agency, its officers, employees, representatives, volunteers, and agents shall also be named and covered as additional insureds.
- 9.4.11.4 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.
- 9.4.11.5 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- 9.4.12 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
- 9.4.13 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.
- 9.4.14 If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.
- 9.4.15 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

10. MISCELLANEOUS

- 10.1 Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he 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, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

- 10.2 Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.
- 10.3 Contractor certifies compliance with providing a drug-free workplace.
- 10.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 10.5 Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 10.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 10.7 Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.
- 10.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by

United Parcel Service, to the respective party and address as shown on the Agreement page.

10.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Clerk
83 Broadway
Newburgh, New York 12550

with copy to:

City of Newburgh
attn.: City Engineer
83 Broadway
Newburgh, New York 12550

10.8.2 Notice served upon Contractor shall be delivered to:

Engineering & Surveying Properties, P.C.
71 Clinton Street
Montgomery, New York 12549

- 10.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 10.10 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 10.11 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 10.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.

10.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

11. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

11.1 Should this Agreement, or any portion thereof, be funded with federal aid, Contractor certifies, by signing this Agreement, to the best of its knowledge and belief, that:

11.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.1.3 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

11.1.3.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

11.1.3.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

11.1.3.3 Does not have a proposed debarment pending; and

11.1.3.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

DRAFT

Signature Page
Agreement for Land Survey Services
City of Newburgh with Engineering & Surveying Properties, P.C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2023

CITY OF NEWBURGH

By: _____

Name: Todd Venning
Title: City Manager

DATED: _____, 2023

ENGINEERING & SURVEYING
PROPERTIES P.C.

By: _____

Name: Brian D. Babcock
Title: Authorized Signor

Acknowledgment Page
Agreement for Land Survey Services
City of Newburgh with Howard W. Weeden, PLS, P.C.

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

On the ____ 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 _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2023, before me personally appeared Howard W. Weeden, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A – CONTRACTOR SCOPE OF SERVICES

Contractor will perform a boundary survey of the listed properties (17 parcels total), set pins, and prepare a single survey plat showing all properties which will be certified to the owner as well as necessary financial institutions and/or title insurers, which will include but not be limited to, the following details:

- Location of all underground utilities including sanitary sewer manholes, stormsewer catch basins, pipe inverts, pipe sizes, pipe direction, pipe material type, water mains, water main valves, water services, hydrants, gas mains, gas services, electric (underground and overhead), and communication utilities (underground and overhead).
- Location of abutting streets and utilities including sidewalks, placement types, utility structures with overhead lines, manholes, hydrants, catch basins (with pipe sizes and invert where accessible), and other visible and marked drainage and utility structures.
- Location of all man-made improvements including stone walls and fences.
- Location of all natural features including water bodies, wet areas and significant rock outcroppings
- Limits of clearings and limits of woodline/treeline
- Limits of asphalt
- Existing property corner pins and monuments
- Encroachments (sheds, fences, debris, etc.)
- Notes of recorded records, maps and deeds, deed plots, and recorded easements.
- Topographic mapping derived from available 2014 NYS LiDAR data. The topographic surface will be expressed in 2-foot contour intervals, with field observations taken to assure continuity between field and LiDAR. Survey mapping will correspond to NAD83 horizontal datum and NAVD88 vertical datum.
- Deliverables shall include final maps signed and sealed by a currently registered New York State Licensed Land Surveyor, along with a digital copy of the complete survey in AutoCAD format provided either on a compact disc or flash drive
- Contractor shall provide a unit cost to set rebar pins after the survey is completed in draft form and submitted to the City for review and comment. Unit cost shall be on a per pin basis.

The Survey will be prepared in accordance with the current existing code of practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc.

List of Properties for Survey

Tax Map	Address	Owner
14-3-26.1	159 West Street	City of Newburgh IDA
14-3-26.2	141 West Street	City of Newburgh
14-3-26.3	155 West Street	City of Newburgh
14-3-26.4	143 West Street	City of Newburgh
14-3-26.52	151 West Street	City of Newburgh
14-3-26.3	Undedicated Road	City of Newburgh
14-3-56.2	96 Orchard Street	City of Newburgh
26-3-8.2	117 Orchard Street	City of Newburgh
No SBL	Orchard Street (paper street portion)	City of Newburgh
14-3-50	Keefe Street (paper street)	City of Newburgh IDA
14-3-49	Keefe Street (paper street)	City of Newburgh IDA
14-3-48	Keefe Street (paper street)	City of Newburgh
No SBL	Keefe Street (paper street)	City of Newburgh
14-3-62	Cassedy Street (paper street)	City of Newburgh
14-3-63	Cassedy Street (paper street)	City of Newburgh
14-3-59	Cassedy Street (paper street)	City of Newburgh IDA
No SBL	Cassedy Street (paper street)	City of Newburgh

RESOLUTION NO.: 230 - 2023

OF

NOVEMBER 13, 2023

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
STATE AND MUNICIPAL FACILITIES PROGRAM FUNDING
IN THE AMOUNT OF \$500,000.00
FOR ROADWAY RECONSTRUCTION AND REHABILITATION

WHEREAS, Assembly Member Jonathan Jacobson has nominated the City of Newburgh for State and Municipal Facilities Program funding administered through the Dormitory Authority of the State of New York in the amount of \$500,000.00 for roadway reconstruction and rehabilitation in the City of Newburgh; and

WHEREAS, there is no match required for the funding which will be used to fund compliance with ADA sidewalk and roadway requirements and road paving activities; and

WHEREAS, the City Council find it to be in the best interests of the City of Newburgh and its citizens to accept such funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept State and Municipal Facilities Program funding administered by the Dormitory Authority of the State of New York in the amount of \$500,000.00 to fund roadway reconstruction and rehabilitation in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 231 - 2023

OF

NOVEMBER 13, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE
SERVICES LAW ENFORCEMENT TECHNOLOGY PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$1,750,000.00 WITH NO CITY MATCH**

WHEREAS, the City of Newburgh Police Department proposes to apply for a New York State Division of Criminal Justice Services Law Enforcement Technology program grant to purchase new equipment and related services for the City of Newburgh Police Department; and

WHEREAS, the grant funding in the amount of \$1,750,000.00 requires no City match;
and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Division of Criminal Justice Services Law Enforcement Technology program grant in the amount of \$1,750,000.00 with no City match for the purchase of equipment and related 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 program funded thereby.

RESOLUTION NO.: 232 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE
DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES
FY 2021 CYBERSECURITY PROGRAM GRANT
IN THE AMOUNT OF \$50,000.00 WITH NO CITY MATCH

WHEREAS, the New York State Department of Homeland Security and Emergency Services is soliciting applications for funding under its FY2021 State Homeland Security Program for eligible applicants to enhance and sustain their cybersecurity posture as well as ensure that their information systems are secure and protected from cyber incidents; and

WHEREAS, the City of Newburgh is an eligible applicant and proposes to apply for grant funding in the amount of \$50,000.00 to purchase equipment that will improve and upgrade the City's information systems and cybersecurity; and

WHEREAS, this Council has determined that applying for and accepting if awarded said grant is in the best interest of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Homeland Security and Emergency Services FY2021 State Homeland Security Program Preserve New York program grant in the amount of \$50,000.00 to purchase equipment that will improve and upgrade the City's information systems and cybersecurity; 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.

LOCAL LAW NO.: 6 - 2023

OF

NOVEMBER 13, 2023

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2024 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO.: 233-2023

OF

NOVEMBER 13, 2023

**A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING
THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION
WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH
IN THE ORANGE COUNTY SUPREME COURT BEARING
ORANGE COUNTY INDEX NOS. EF005017-2023
INVOLVING SECTION 29, BLOCK 1, LOT 1.1 (KOLT REALTY CORP.)**

WHEREAS, Kolt Realty Corp. has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2023 tax year bearing Orange County Index No. EF005017-2023; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Kolt Realty Corp. is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2023 tax year as tax map number 29-1-1.1 be reduced to a market value of \$840,000.00.

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

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

233-23
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of

KOLT REALTY CORP.,
Joseph e. St. Onge, Esq. Agent,

Index No. EF005017-2023

Petitioners,

-against-

CONSENT JUDGMENT

CITY OF NEWBURGH, a Municipal Corporation, its
Assessor or Board of Assessors and Board of Review,

Respondents.

For a review under Article 7 of the Real Property Tax Law
of the State of New York of the 2023 Assessments of
certain real property situated in Respondent Municipal
Corporation, located in the County of Orange,
State of New York.

-----X
PRESENT: HON. E. LOREN WILLIAMS

The above Petitioners having heretofore served and filed the Petition and Notice to review the tax assessment fixed by the City of Newburgh for the assessment year 2023 upon certain real property located at 311 First Street, City of Newburgh, and designated as Section 29, Block 1, Lot 1.1 on the Official Tax Map of the City of Newburgh, Orange County, New York and

The issues of these proceedings having duly come on for trial at a Tax Certiorari Term of this Court, and the Petitioners having appeared by Joseph E. St. Onge, Esq., their attorney and the respondents having appeared by Naughton & Torre, LLP, Special Counsel for the City of Newburgh, Kelly M. Naughton, Esq., of counsel, and the Intervenor-Respondent having appeared by Shaw, Perelson, May & Lambert, LLP, their attorneys, Ira S. Levy, Esq., of counsel, and the parties having made their settlement, it is

ORDERED, that the tax assessments of the property of Petitioners designated as tax parcel Section 29, Block 1, Lot 1.1 be and the same are hereby confirmed, reduced corrected and fixed as follows:

Assessment Year	Tax Year	Reduced From	Reduced To	Reduction
2023	2024	\$1,052,000	\$840,000	\$212,000

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this order, and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED AND DIRECTED that the City of Newburgh and/or the County of Orange, State of New York, be and is hereby directed and authorized, to audit, allow and pay to the Petitioners on any assessment reduction the amount, if any, of State, County, City, Judiciary, Fire, Water, Refuse, Sewer, Ambulance and all other ad valorem taxes, together with proportionate share of any interest or penalty paid by reason of delinquent payment of said excess taxes paid by the Petitioners as taxes against the erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, with interest thereon from the date of payment thereof as provided by Section 726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED AND DIRECTED that the Trustees of the Newburgh Enlarged City School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to the Petitioners that part of the taxes representing school taxes and library taxes which is in excess of what such taxes would have been if the assessments complained of had been as herein ordered and determined, together with interest, thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to Section 726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that the refunds are paid within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

ORDERED AND DIRECTED that all tax refunds hereinabove directed to be made by the County of Orange, and/or any of the various taxing authorities, be made by check or draft payable to the order of JOSEPH E. ST. ONGE, ESQ., as attorney and agent for the Petitioners, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to his attorney's lien, pursuant to Judiciary Law Section 475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or disbursements awarded to, by or against any of the parties, and that upon compliance with the terms of this order, the above- entitled proceedings be and the same are settled and discontinued.

Signed: November __, 2023
Goshen, New York

ENTER:

HON. E. LOREN WILLIAMS, J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for Respondents
40 Matthews St., Suite 209
Goshen, New York 10924
knaughton@naughtontorrelaw.com

IRA S. LEVY, ESQ.
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115 Stevens Avenue
Valhalla, New York 10595
ilevy@shawperelson.com

JOSEPH E. ST. ONGE, ESQ.
Attorney for Petitioners
670 White Plains Road
Scarsdale, New York 10583
jcs@jstongelaw.com

RESOLUTION NO.: 234 - 2023

OF

NOVEMBER 13, 2023

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR DECEMBER 11, 2023 TO HEAR PUBLIC COMMENT CONCERNING
THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE REGULATION OF
CERTAIN RESIDENTIAL RENTS IN THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the existence of a public emergency requiring the regulation of certain residential rents in the City of Newburgh; and that such public hearing be and hereby is duly set for a regular meeting of the Council to be held at 7:00 p.m. on the 11th day of December, 2023.

OLD BUSINESS

Mayor Harvey requested an update on the comprehensive video surveillance program, as we close out FY2023. He usually receives an invite from the police commissioner to look at the cameras in the police department. While he is not looking for location-specific information about the cameras, he would like to know how many cameras are in working order. Then we can look at the budget to see if any adjustments are necessary. Public safety is always our main concern in the city.

Councilmember Monteverde requested an update on the crime stats. The propaganda circulating out there says that crime is high; but the data doesn't support that. The stuff that is being reported, such as us being the Murder Capital of New York State is just not true.

Councilmember Shakur commented. More importantly, where are they getting that information? We've been hearing the same narrative for twenty years.

Mayor Harvey commented. Where are we with overtime in our public safety departments? Also, he would like to know where we stand with overtime increases in other departments, outside of police and fire.

Todd Venning pointed out that the information can be found in the quarterly reports that are provided. It consists of two pages, and police and fire overtime are highlighted in the report. He can get the council overtime amounts for other departments, as requested.

There was no other old business to discuss.

NEW BUSINESS

Councilmember Shakur commented. Residents on Farrington Street and Johnston Street, near Dubois Street, have requested a 'Child at Play' sign to caution drivers that children are playing in the area. He is going to get more information from the community, and then send a follow-up email to his council colleagues.

There was no other new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice commented. He, Mayor Harvey and Councilmember Martinez had great conversation with elected officials in Westchester County, to discuss ways to get our zombie properties either fixed up or taken back. We shouldn't have any zombie properties at all, especially when we are in the middle of a housing crisis. He wants to look into the bluestone situation further. We want those tourist dollars, and architecture is one of those things that help bring in tourists. These are his last few council meetings, and he is super proud of his three brothers who got elected. It is hard when you are sitting at this seat. While you won't please everybody all the time, you have to make decisions that are based on facts, and based on what is going to help the majority of the people. Some of these issues, such as our roads and houses, didn't happen overnight. Our budget was almost at the point of bankruptcy. We still have a lot of work to do. He pointed out that some articles are written by AI. When you ask for the data and you compare it, you will see that we are not the Murder Capital of New York State, so these articles should be challenged, because they don't help us as a city.

Councilmember Martinez commented. She is personally researching the ability to have green jobs that will bring more opportunities to Newburgh. She looks forward to providing updates about it, and whenever job fairs occur in Newburgh, she will be sure to promote them. Our assembly members are also big on workforce development. She is looking forward to a discussion with Orange County to discuss accessible transportation so that people will be able to access jobs. It is heartbreaking to see what is going on in the world, and she supports a ceasefire.

Councilmember Monteverde commented. At a workshop she attended they talked about clean and green infrastructure and renewable energy. They are talking about a huge number of jobs coming down the pipeline in the New York City area. They are working to get people trained out of high school, and these are going to be union jobs. We need to do whatever we can to help bring jobs to the Hudson Valley. New York City is getting people ready now. Also, the dispensaries have created a coalition. The big corporations are just waiting at the door, and they have the backing and funds to come in and open doors. This is another billion-dollar industry. There is a lot of stuff going on outside of the Hudson Valley; but we need to do something to bring it here too.

Councilmember Shakur commented. Imagine this city council and city hall as being a big car. We need fuel and gas to keep it going. The gas, as represented by the community, is the thing that keeps us moving along. He encouraged everyone to keep coming to these meetings.

Councilmember Sklarz congratulated his two colleagues that were re-elected. He is looking forward to working with them further. He agreed with Shakur, who stated that we need to do a better job with voter turnout. Sklarz stated that the primary turnout was abysmal. The general election was even worse. We need to show care and take the little time it takes to get out and vote. He wished everyone a Happy Thanksgiving.

Councilmember Sofokles commented. She concurred about the voter turnout. She watched the numbers coming in that night. It is great to see people come out to the meeting to speak up for their rights; but, to not come out and vote is terrible. We have all earned the right to vote over the years. He congratulated Mayor Harvey and Councilmember Shakur, as well as incoming Councilmember McLymore for their wins. McLymore is a wonderful man, and he is going to do a good job at this seat. The green jobs that Monteverde spoke about are a thing of the future. Sofokles is proud to be on this council, and she wished everyone a Happy Thanksgiving.

Mayor Harvey commented. He thanked everyone for voicing their opinions. We celebrate people being actively engaged. Sometimes we are in uncomfortable spaces, but being in those spaces help us move forward. We can disagree with civility and respect to find tangible solutions. Crime directly correlates to a life of poverty. When people spin those negative narratives, you stop investment and businesses from coming to Newburgh. We are working diligently to find workforce development, because we need real skills to pay bills, instead of us arresting our way out of crime. When we talk about real employment, those nasty narratives push people away from real jobs coming to Newburgh. He reminded everyone about the street naming ceremony on Lake Street next Tuesday, in honor of African American architect Jeh V. Johnson. Johnson's son, former director of Homeland Security under the Obama administration, will be here to receive the honor on behalf of his late father. We have broken ground at 15 South Colden Street. It is a mixed-use development project, with commercial and retail space, thus helping to create employment as well.

Todd Venning reminded everyone that the next work session will be held on Monday November 20th, just before Thanksgiving.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:10 P.M.

**KATRINA COTTEN
DEPUTY CITY CLERK**