



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*

April 10, 2025
6:00 PM

Engineering/Ingeniería

1. Proposal with Ryan Biggs Clark Davis Associates Ellis Avenue Structural Evaluation

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services to perform a structural evaluation of the Ellis Avenue Water Storage Tank for the Drinking Water Meter Replacement Project in the amount of \$5,400.00

Resolución aceptando una propuesta y autorizando al Gerente de la Ciudad a ejecutar un contrato con Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. para servicios profesionales de ingeniería para realizar una evaluación estructural del Tanque de Almacenamiento de Agua de Ellis Avenue para el proyecto de reemplazo de medidores de agua potable por el monto de \$5,400.00

2. PIN No. 8761.40 Walsh Road Bridge Replacement Project - Supplemental Agreement No. 3 to Contract No. D035743

Resolution authorizing the City Manager to execute Supplemental Agreement No. 3 with the New York State Department of Transportation to reallocate funding for the Walsh Road over Quassaick Creek Bridge Replacement Project (PIN 8761.40/ BIN 2223620)

Resolución que autoriza al Gerente de la Ciudad a ejecutar el Acuerdo Suplementario No. 3 con el Departamento de Transportación del Estado de Nueva York para realocar fondos para el Proyecto de Reemplazo del Puente de Walsh Road sobre el Quassaick Creek (PIN 8761.40/ BIN 2223620)

Information Technology Department/ Departamento de Tecnología e Información

3. Thrive - Service Order - To add Avanan

A resolution authorizing the City Manager to execute a service order with Thrive Operations, LLC for Avanan email security and related services with a one-time cost of \$1,021.64 and recurring monthly cost of \$2,567.02 for 19 months

Una resolución que autoriza al Gerente de la Ciudad a ejecutar una orden

de servicio con Thrive Operations, LLC para seguridad de correo electrónico por Avanan y servicios relacionados por un costo de \$1,021.64 y un costo mensual de \$2,567.02 por 19 meses

Planning and Economic Development/Planificación y Desarrollo Económico

4. 232 South William Street - Partial Release of Restrictive Covenants

Resolution authorizing the execution of a Partial Release of Restrictive Covenants and Right of Re-entry from a deed issued to Hector Gualpa to the Premises known as 232 South William Street (Section 38, Block 4, Lot 54)

Resolución que autoriza la ejecución de una liberación parcial de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Hector Gualpa a las instalaciones conocidas como 232 South William Street (Sección 38, Bloque 4, Lote 54)

5. 16 Lutheran Street - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Liban Adde to the premises known as 16 Lutheran Street (Section 29, Block 8, Lot 12)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Liban Adde a las instalaciones conocidas como 16 Lutheran Street (Sección 29, Bloque 8, Lote 12)

6. 93 Carpenter Avenue - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Liban Adde to the premises known as 93 Carpenter Avenue (Section 22, Block 1, Lot 19)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Liban Adde a las instalaciones conocidas como 93 Carpenter Avenue (Sección 22, Bloque 1, Lote 19)

7. 101 Carter Street - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Liban Adde to the premises known as 101 Carter Street (Section 22, Block 6, Lot 3.2)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Liban Adde a las instalaciones conocidas como 101 Carter Street (Sección 22, Bloque 6, Lote 3.2)

8. Schedule a Public Hearing and Open a 15 Day Public Comment Period for the 2024 CAPER

Resolution scheduling the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) public hearing and opening of the 15-day public comment period for Fiscal Year 2024

Resolución que programa una audiencia pública para el Reporte de Evaluación y Rendimiento Anual Consolidado (CAPER) de la Subvención de los Bloques de Desarrollo Comunitario (CDBG) y la apertura del periodo de comentarios públicos de 15 días para el Año Fiscal 2024

9. Newburgh Community Land Bank - Transfer of Four (4) City-Owned Properties

Resolution authorizing the transfer of real property to the Newburgh Community Land Bank, Inc. in the amount of \$4.00

Resolución que autoriza la transferencia de bienes raíces al Newburgh Community Land Bank, Inc. por un monto de \$4.00

10. Newburgh Community Land Bank - Transfer of Nine (9) City-Owned Properties

Resolution authorizing the transfer of real property to the Newburgh Community Land Bank, Inc. in the amount of \$506,000.00

Resolución que autoriza la transferencia de bienes raíces al Newburgh Community Land Bank, Inc. por un monto de \$506,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. Application for 2025 Summer Youth Employment

Resolution authorizing the City Manager to enter into an agreement with the County of Orange for the Summer Youth Employment and Training Program to provide young people to work for the City of Newburgh for the summer of 2025

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con el Condado de Orange para el Programa de Empleo y Capacitación Juvenil para proporcionar a los jóvenes un trabajo por la Ciudad de Newburgh para el verano de 2025

12. License Agreement - Mountain Valley Guides LLC

Resolution authorizing the City Manager to execute a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Mountain Valley Guides LLC para el acceso y el uso del Washington Street Boat Launch y UNICO Park para proporcionar alquiler de kayaks y excursiones

13. Apply for and accept the 2025 Orange County Water Authority Leak detection grant

Resolution authorizing the City Manager to apply for and accept if awarded an Orange County Water Authority Leak Detection Survey Program Grant to support the Water Department Leak Detection Program

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subvención del Programa de Encuesta para la Detección de Fugas de Agua de la Autoridad del Agua del Condado de Orange para apoyar el Programa de Detección de Fugas de Agua del Departamento de Agua

14. 2026 Police Traffic Services Grant

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2026 Police Traffic Services Program Grant in an amount not to exceed \$49,000.00 with no City match required

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgada una subvención de Servicios de Trafico Policía del Comité de Seguridad Vial del Gobernador del Estado de Nueva York por un monto que no exceda \$49,000.00 el cual no requiere que la Ciudad iguale los fondos

15. Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) Grant

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Criminal Justice Services Statewide Targeted Reductions in Intimate Partner Violence ("STRIVE") Program Grant in an amount not to exceed \$135,000.00 for the period March 1, 2025 to March 31, 2026

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, si se le otorga, una subvención del Programa de Reducciones Dirigidas a Nivel Estatal de la Violencia de Pareja (STRIVE) del Departamento de Servicios de Justicia Criminal del Estado de Nueva York en una cantidad que no exceda de \$135,000.00 durante el periodo del 1 de marzo de 2025 al 31 de marzo de 2026

16. Orange County STOP DWI

Resolution authorizing the City Manager or the Police Chief, as Manager's designee, to execute an inter-municipal agreement with the County of Orange confirming City of Newburgh participation in the Stop-DWI Program for the

enforcement period of March 10, 2025 to January 1, 2026 and to accept an award not to exceed \$3,394.00 for the first enforcement period of 2025 (March 10, 2025 – June 1, 2025)

Resolución que autoriza al Gerente de la Ciudad o al Jefe de Policía, según designado del Gerente, a ejecutar un acuerdo intermunicipal con el Condado de Orange confirmando la participación de la Ciudad de Newburgh en el Programa Stop-DWI para el periodo de aplicación del 10 de marzo de 2025 al 1 de enero de 2026 y a aceptar una adjudicación que no exceda los \$3,394.00 para el primer periodo de aplicación de 2025 (10 de marzo de 2025 - 1 de junio de 2025)

Police Department/ Departamento de Policía

17. Canine Diesel Retirement

Resolution authorizing the sale of a police dog to Police Officer Phillip Mugnano

Resolución que autoriza la venta de un perro policía al agente de policía Phillip Mugnano

18. Contract with FARO Technologies Inc.

Resolution authorizing the award of a bid and the execution of a contract with FARO Technologies Inc. for 3D scanner products and related services in the amount of \$102,683.00

Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con FARO Technologies Inc. para productos de escáner 3D y servicios relacionados por el monto de \$102,683.00

Fire Department / Departamento de Bomberos

19. Contract with Alpine Software for FD Reporting

Resolution authorizing the City Manager to execute an agreement with Alpine Software, Inc. for RedAlert Records Management System personnel equipment and fire data reporting software and services for the City of Newburgh Fire Department

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Alpine Software, Inc. para el RedAlert Sistema de Administración de Registros, equipo de personal y software y servicios de informes de datos de incendios para el Departamento de Bomberos de la Ciudad de Newburgh

Boards and Commissions/Juntas y Comisiones

20. Human Rights Commission - Agreement for Facilitation Services

Resolution authorizing the City Manager to enter into an agreement with JaRa Consulting, LLC to provide professional meeting facilitation and related services in connection with the City of Newburgh Human Rights Commission's Human Rights Heroes Roundtable event for 2025

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con JaRa Consulting, LLC para proporcionar la facilitación de reuniones profesionales y servicios relacionados en conexión con el evento de la Mesa Redonda de Héroes de los Derechos Humanos de la Comisión de Derechos Humanos de la Ciudad de Newburgh para 2025

Executive Session/ Sesión Ejecutiva

21. Proposed, pending or current litigation

Litigio propuesto, pendiente o actual

22. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

El historial médico, financiero, crediticio o laboral de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, degradación, disciplina, suspensión, despido o remoción de una persona o corporación en particular

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT
WITH RYAN BIGGS CLARK DAVIS ENGINEERING & SURVEYING, D.P.C.
FOR PROFESSIONAL ENGINEERING SERVICES TO PERFORM A STRUCTURAL
EVALUATION OF THE ELLIS AVENUE WATER STORAGE TANK
FOR THE DRINKING WATER METER REPLACEMENT PROJECT
IN THE AMOUNT OF \$5,400.00**

WHEREAS, the City of Newburgh has undertaken a Drinking Water Meter Replacement Project, (the "Project"); and

WHEREAS, Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. has submitted a proposal for professional engineering services to perform a structural evaluation of the Ellis Avenue Water Storage Tank to determine its capacity to support an antenna for the Project; and

WHEREAS, the cost of the structural evaluation will be \$5,400.00 and funding shall be derived from F.8340.0448; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services to perform a structural evaluation of the Ellis Avenue Water Storage Tank in connection with the Drinking Water Meter Replacement Project at a cost of \$5,400.00.



March 27, 2025

Jason C. Morris, P.E.
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550
jmorris@cityofnewburgh-ny.gov

**Re: Ellis Avenue Water Tank Antenna – Roof Evaluation
Newburgh, New York
Ryan Biggs | Clark Davis Proposal P15466**

Dear Jason:

We are pleased to submit this proposal for limited professional services to be performed for the Ellis Avenue Water Storage Tank located in Newburgh, New York.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., (Ryan Biggs | Clark Davis) and City of Newburgh (Client) agree as set forth below.

I. PROJECT DESCRIPTION

The project is a structural evaluation of the existing water tank to determine the feasibility of supporting a new antenna on the tank roof.

II. SCOPE OF PROFESSIONAL SERVICES

The scope of services provided by Ryan Biggs | Clark Davis is listed in Schedule A as attached or otherwise referenced by this proposal.

III. COMPENSATION FOR PROFESSIONAL SERVICES

Ryan Biggs | Clark Davis will perform the listed services for a fixed fee of \$5,400.

III. AGREEMENT DOCUMENTS

The services authorized by the Agreement will be performed in accordance with this Proposal and its attachments, schedule exhibits, and referenced documents. The terms and conditions of the Agreement are identified in Schedule B as attached or otherwise referenced by this proposal.

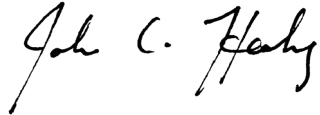
Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please email a signed copy of this proposal to contracts@ryanbiggs.com.

Agreed to by:

RYAN BIGGS | CLARK DAVIS
ENGINEERING & SURVEYING, D.P.C.

CITY OF NEWBURGH



Authorized Signature

Jack C. Healy, P.E., Principal
Print Name & Title

March 27, 2025
Date

JCH/vma/01

Authorized Signature

Print Name & Title

Date

Client Project Number or Purchase Order
Number

SCHEDULE A – INVESTIGATION PHASE – ROOF FRAMING EVALUATION

The scope of services provided by Ryan Biggs | Clark Davis will be to:

1. Review tank structural drawings for the proposed areas for the antenna. Documents have been provided by Client.
2. Make a site visit to review the roof structure in the areas to be reroofed. Perform observations and non-destructive testing to determine roof structure.
3. Perform structural analysis of the tank considering antenna and snow loading required by the *Building Code of New York State* (BCNYS) for new structures. The analysis will be based on the drawings provided and field measurements.
4. Prepare a preliminary letter of our findings and recommendations.
 - a. Identify if the existing tank can support the proposed antenna.
 - b. Determine an alternate location for the antenna or concept reinforcing, if needed.

The following services are not included in Ryan Biggs | Clark Davis' proposed fee.

1. Design reinforcing of existing structure to support proposed antenna.
2. Prepare an opinion of probable construction cost for reinforcing, if needed.

SCHEDULE B – STANDARD TERMS AND CONDITIONS

1. Billing and Payment

- a. Invoice will be sent monthly.
- b. Payment shall be mailed to: Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Payment is due upon receipt.
- d. Client will pay Ryan Biggs | Clark Davis the full amount of each invoice within 10 days of receiving payment from their client, on invoices which include fees for work performed by Ryan Biggs | Clark Davis or within 180 days, whichever is less.
- e. After 180 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.
- f. If the Client fails to make payments to Ryan Biggs | Clark Davis in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs | Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

2. Standard Hourly Rates

Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$280
Principal Associate	240
Senior Associate	220
Associate	200
Senior Engineer	180
Chief Surveyor	160
Professional/Restoration Engineer	160
Design Engineer II	140
Design Engineer I	120
Designer II	120
Designer I	100
Technician	100
Non-Technical	60

3. Additional Services

Services not indicated or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.

4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

5. Allocation of Risk

Standard of Care

The standard of care for all services performed by Ryan Biggs | Clark Davis and its employees under this agreement will be the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same locality. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to \$50,000.

Indemnification

- a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all damages, losses, liabilities or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all damages, losses, liabilities or costs are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by Ryan Biggs | Clark Davis' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Ryan Biggs | Clark Davis is legally liable.
Neither the Client nor Ryan Biggs | Clark Davis shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

6. Taxes

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

7. Termination of Services

This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

8. Agreement Form and Period

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.
- b. This proposal is valid for a period of 60 days from the date on the first page.
- c. The agreement period is to last 12 months from the Ryan Biggs | Clark Davis signature date on the last page.

9. Third-Party Exclusion

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO REALLOCATE FUNDING FOR
THE WALSH ROAD OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(PIN 8761.40/ BIN 2223620)**

WHEREAS, a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, identified as PIN 8761.40 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, by Resolution No. 28-2021 of February 22, 2021, the City Council approved a Master Federal Aid Local Project Agreement with the New York State Department of Transportation to fund and administer the Project, and by Resolution No. 239-2022 of September 26, 2022, the City Council approved Supplemental Agreement No. 2 to the Master Project Agreement related to funding the costs of right-of-way acquisition and construction/construction inspection work; and

WHEREAS, the New York State Department of Transportation has submitted Supplemental Agreement No. 3 which reallocates unused Federal Aid funds from right-of-way acquisition to construction; and

WHEREAS, the City Council finds that authorizing the City Manager to execute Supplemental Agreement No. 3 with the New York State Department of Transportation to reallocate funding for the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute Supplemental Agreement No. 3 with the New York State Department of Transportation to decrease the right-of-way incidental and right-of-way acquisition funds and increase the construction and construction inspection funds in the Walsh Road over Quassaick Creek Bridge Replacement Project (PIN 8761.40/BIN 2223620).

Sponsor: **City of Newburgh**
 PIN: **8761.40** BIN: **2223620**
 Comptroller's Contract No. **D035743**
 Supplemental Agreement No. **3**
 Date Prepared: **3/31/2025** By: **GC**
 Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 3 to D035743 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
 and

City of Newburgh (the Sponsor)
 Acting by and through the **City Manager**
 with its office at **83 Broadway, Newburgh, NY 12550.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- ☐ amending a project description
- ☐ amending the contract end date
- ☐ amending the scheduled funding by:
 - ☐ adding additional funding (check and enter the # phase(s) as applicable):
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☐ adding phase _____ which covers eligible costs incurred on/after / /
 - ☒ increasing funding for a project phase(s)
 - ☐ adding a pin extension
 - ☐ change from Non-Marchiselli to Marchiselli
 - ☒ deleting/reducing funding for a project phase(s)
 - ☐ other (_____)

- ☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- ☒ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- ☐ Amends a previously adopted Agreement by adding:
 - ☐ Appendix B M/WBE/SDVOB.
 - ☐ Retention Exhibit.
 - ☐ Other: _____
- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Newburgh
 PIN: 8761.40 BIN: 2223620
 Comptroller's Contract No. D035743
 Supplemental Agreement No. 3
 Date Prepared: 3/31/2025 By: GC
 Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____
 *Res. -2025

By: _____

Print Name: Todd Venning

Print Name: _____

Title: City Manager & CEO

STATE OF NEW YORK

)ss.:

COUNTY OF ORANGE

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
 STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
 Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law ' 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements

NYSBOT/ State-Local Agreement - Schedule A for 8761.40

PIN

OSC Contract #: D035743		Contract Start Date: 7/12/2017 (mm/dd/yyyy) Contract End Date: 5/30/2027 (mm/dd/yyyy) ☐ Check, if date changed from the last Schedule A	
Purpose:		☐ Original Standard Agreement ☒ Supplemental Schedule A No. 3	
Agreement Type:	☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Newburgh		
	Other Municipality/Sponsor (if applicable):		
	☐ State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.		
			☐ Municipality: % of Cost share
			☐ Municipality: % of Cost share
			☐ Municipality: % of Cost share
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals			
☒ ROW Acquisition ☒ Construction/CI/CS			
Work Type: BR REPLACE		County (If different from Municipality): Orange County	
(Check, if Project Description has changed from last Schedule A): ☐			
Project Description: BIN 2223620 Walsh Road/Quassaick Creek Bridge Replacement in the City of Newburgh			
Marchiselli Eligible ☒ Yes ☒ No			

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8761.40.121	Current	STP (80%)	\$375,000.00	\$300,000.00	\$56,250.00	\$18,750.00	\$0.00
	Old	STP (80%)	\$375,000.00	\$300,000.00	\$56,250.00	\$18,750.00	\$0.00
8761.40.221	Current	STP (80%)	\$46,543.02	\$37,234.42	\$6,981.45	\$2,327.15	\$0.00
	Old	STP (80%)	\$105,000.00	\$84,000.00	\$15,750.00	\$5,250.00	\$0.00
8761.40.321	Current	STP (80%)	\$2,038,456.98	\$1,630,765.58	\$305,768.55	\$101,922.85	\$0.00
	Old	STP (80%)	\$1,980,000.00	\$1,584,000.00	\$297,000.00	\$99,000.00	\$0.00
8761.40.322	Current	HPP (80%)	\$826,965.00	\$661,572.00	\$0.00	\$165,393.00	\$0.00
	Old	HPP (80%)	\$826,965.00	\$661,572.00	\$0.00	\$165,393.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$3,286,965.00	\$2,629,572.00	\$369,000.00	\$288,393.00	\$ 0.00

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SERVICE ORDER WITH THRIVE OPERATIONS, LLC
FOR AVANAN EMAIL SECURITY AND RELATED SERVICES
WITH A ONE-TIME COST OF \$1,021.64
AND RECURRING MONTHLY COST OF \$2,567.02 FOR 19 MONTHS**

WHEREAS, by Resolution No. 114-2024 of May 28, 2024, the City Council approved a contract with Thrive Operations, LLC for information technology services to support the migration of the City's information systems to cloud-based technology; and

WHEREAS, the City intends to replace the existing email security platform and the City received a proposal from Thrive Operations, LLC to provide its Avanan email security platform at a one-time cost of \$1,021.64 and a recurring monthly cost of \$2,567.02 for 19 months to address the City's email security requirements; and

WHEREAS, funding for the license renewal shall be derived from CG.1680.0200.1020.2025; and

WHEREAS, this Council has reviewed the attached service order and has determined that executing a contract under the terms and conditions set forth therein 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 a contract with Thrive Operations, LLC to provide Avanan email security and related services to the City of Newburgh at a one-time cost of \$1,021.64 and a recurring monthly cost of \$2,567.02 for 19 months.

**Prepared For**

City of Newburgh
Camile Mohammed
83 Broadway
Newburgh, New York 12550
United States

Ship To

City of Newburgh
Camile Mohammed
83 Broadway
Newburgh, New York 12550
United States

Bill To

City of Newburgh
Camile Mohammed
83 Broadway
Newburgh, New York 12550
United States

Service Order

This Service Order (including the appendices, if any, attached hereto, the "Service Order") is made by and between the Client named above and Thrive Operations, LLC, ("Thrive"). This Service Order describes and sets forth terms and conditions under which Thrive will provide Services to Client as described below. Such terms and conditions include the General Terms and Conditions set forth and are more fully described on Thrive's website, [www.thrivenextgen.com/MasterServicesAgreementv4e] (the "Master Services Agreement"), which General Terms and Conditions are hereby incorporated into this Service Order and are an integral part hereof. Client and Thrive acknowledge and agree that the General Terms and Conditions set forth in the Master Services Agreement govern and apply to Thrive's provision of Services and Products as contemplated by this Service Order. **Client acknowledges that Client has reviewed the terms and conditions set forth in this Service Order and the Master Services Agreement and agrees to and accepts the same.**

Capitalized terms used herein and not defined are used with the respective meanings ascribed to such terms in the Master Services Agreement.

Thrive's offer to provide Services as described below in this Service Order expires after 30 days from the date hereof unless it is accepted by Client as evidenced by Client's signing this Service Order as indicated below and returning it to Thrive. Once accepted by Client, this Service Order becomes part of the Agreement and binding on the Parties in accordance with the terms hereof and the Agreement with respect to the Services set forth below.

In consideration of the mutual promises contained herein and in the Master Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thrive agrees to provide to Client, and Client agrees to accept from Thrive, Services as described and on the terms and conditions set forth below:

Services Breakdown

One-Time Services

Project Services

Qty	SKU #	Long Description	Price	Extended Price
1	TIFF0010	Premium Implementation Services (Fixed Fee) Provisioning and implementation of the Thrive services defined in the Recurring Services section of this Service Order. Fixed fee. GSA: DSM-94 Cloud Labor: Cloud Senior Engineer Premium \$172.29	\$ 1,021.64	\$ 1,021.64
			TOTAL	\$1,021.64

Project Overview

The objective of this project is to deploy Avanan email security as the new solution to replace the existing Go Secure platform, which has proven inadequate in meeting the organization's evolving security needs. The implementation of Avanan is crucial to enhance email security across the Microsoft 365 (M365) platform, ensuring comprehensive protection against evolving cyber threats.

Project Goals

- Transition from GoSecure to Avanan for advanced email security and phishing protection.
- Enhance security coverage for collaboration platforms, including SharePoint, OneDrive, and Teams.
- Minimize disruptions during the migration process while ensuring comprehensive threat protection.

Project Impact

- Improved email and collaboration platform security with advanced threat detection and prevention.
- Consolidated security management for streamlined operations and reduced complexity.
- Enhanced user confidence in safe communication and collaboration across platforms.

Project Considerations

- Discovery of the organization's existing email infrastructure while identifying any necessary adjustments or configurations
- Replicate whitelist/blacklist configurations from Go Secure to Checkpoint Harmony Email Security

Recurring Monthly Services

Managed Email Security

Qty	SKU #	Long Description	Price	Extended Price
1	TMCS100	Managed Cloud Security for Email and Collaboration Base Service * Management of Cloud Security for Email and Collaboration Tenant GSA # DSM-717 TMEF0100 Advanced Email Threat Security Base Service	\$ 136.02	\$ 136.02
383	TMCS001A	Managed Cloud Security for Microsoft 365 Email and Collaboration - Advanced (per user)	\$ 7.00	\$ 2,681.00

TOTAL **\$2,817.02**

Recurring Monthly Services

Recurring Discount

Qty	SKU #	Long Description	Price	Extended Price
1	TCD0001	Sales Managed Services Recurring Discount	-\$ 250.00	-\$ 250.00
			TOTAL	(\$250.00)

Services Summary Breakdown

One Time Services

Service Description	Ext Price
Project Services	\$ 1,021.64
One-Time Services Total:	\$ 1,021.64

Recurring Monthly Services

Service Description	Ext Price
Managed Email Security	\$ 2,817.02
Recurring Discount	-\$ 250.00
Recurring Monthly Services Total:	\$ 2,567.02

Service Order - 19 Months**SCOPE OF SERVICES**

Client acknowledges that technology is inherently complicated and that if unforeseen circumstances exist within Client's environment that prevent or delay Services from being installed or delivered, then such prevention or delay will not be considered a breach of this Service Order. Thrive will work with Client to correct such circumstances and may suggest alternative products or additional services to correct the circumstance(s). All work delivered outside the scope of this Service Order must be agreed to by both parties in writing prior to work being performed.

TERM & TERMINATION

The term of this Service Order (the "Term") will begin on the date hereof and, with respect to recurring monthly Services provided for herein, subject to the terms of the Agreement, will continue through the last day of the nineteenth (19th) month following the Service Provisioning Completion Date for this Service Order; provided that the Term will automatically renew for successive terms of the same duration as the initial Term unless either party provides the other party notice of its intention not to renew this Service Order at least ninety (90) days before the end of the then current Term.

If Client cancels prepaid Services not yet delivered then Client is entitled to the delivery of those Services but not a refund. All discounts provided for herein will automatically expire at the end of the initial Term.

Termination of this Service Order prior to the end of the Term either by Client, other than as permitted by and in accordance with the terms and conditions of the Agreement following Thrive's breach hereof, or by Thrive as permitted by and in accordance with the terms and conditions of the Agreement following Client's breach hereof shall, obligate Client to pay Thrive immediately upon demand, (i) all sums then due and unpaid under the Agreement and this Service Order plus (ii) an amount equal to the fees for Recurring Monthly Services specified above in this Service Order (as such fees for Recurring Monthly Services may subsequently be changed pursuant to a change order or other amendment signed by the parties specifically referencing this Service Order) over the period commencing on the date of such termination and ending on the last day of the then current Term hereof.

BILLING

Thrive will invoice Client for one-half (50%) of the price set forth herein for the One-Time Service(s) when Thrive initiates providing such One-Time Service(s) and will invoice the remaining balance upon completion thereof; provided, however, in the case of those One-Time Service(s) the price for which is less than \$2,500, Thrive will invoice Client for the entirety of such price when Thrive initiates providing such One-Time Service(s).

HOURS OF IMPLEMENTATION

If Client prefers that Thrive provide some or all of the Services outside of Thrive's Business Hours, generally Monday through Friday from 9:00AM to 5:30PM EST unless otherwise specified, to reduce downtime during working hours, off-hours rates will be billed and will result in an increase to the cost estimate.

CLIENT CREDIT STATUS

Client and the authorized representative signing on behalf of Client hereby represent and warrant to Thrive that the authorized representative understands Client's financial condition and that, to the best of his/her knowledge, Client is financially solvent and is currently paying, and expects to continue to pay, its debts and obligations as they become due.

IN WITNESS WHEREOF, the parties have caused this Service Order to be executed by their duly authorized representatives as of the date hereof.

CLIENT: City of Newburgh

By: _____
Name: _____
Title: _____
Date: _____
Customer PO: _____

Thrive Operations LLC

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

Project Assumptions

- Client agrees to designate a project point of contact that will be available throughout the implementation of the solution to communicate plans to the business, approve requests, review change orders, and commit to recurring meetings.
- Client agrees to provide or act as a proxy to obtain and provide all credentials required to onboard contracted Thrive products or services.
- All work requested outside of the stated project scope will be assessed as a change order and may result in additional fees. Change orders will require approval before execution by the project engineering team.
- Documentation provided to the client as part of the project scope will be produced to Thrive standards; customization of documentation content, presentation, or scope will be considered a change order and may result in additional fees or expansion of the project timeline.
- Issues arising from tasks executed within the project scope may affect completion and timelines.
- Client agrees that procurement, fulfillment, and construction logistical issues or delays can impact project delivery dates and will result in modification of the project timeline.
- To improve the end user experience, client is responsible for understanding end-user personas and must work with Thrive's project and engineering teams to develop testing scenarios to assess the impact of all implemented solutions.
- Thrive will make best efforts to mitigate unscheduled downtime; client understands that unexpected interruptions including error messages, unexpected application behavior, performance impacts, and other undocumented issues may occur as a result of completion of the project scope.
- Thrive is not responsible for providing physical connectivity of installed infrastructure if that connectivity is dependent upon the extension or addition of low voltage wiring between areas such as offices, closets, rooms, floors, cubicles, cabinets, etc. Client will be responsible for mounting wireless access points in designated locations and providing required physical connectivity, including all required low voltage wiring and power needs. Additionally, Thrive will not climb ladders.
- Necessary onsite power and backup power will be provided by client.

Thrive Managed Cloud Email and Collaboration Security Scope of Service

Service Definition

Thrive Managed Cloud Email and Collaboration Security service provides comprehensive detection and protection against email borne threats including malicious attachments and URL's, malware, phishing and spear-phishing, and Business Email Compromise (BEC) threats.

The service sits in-line with the mail flow and emails are inspect prior to delivery to the end user mailbox where spam and malicious attachments are blocked, and suspicious emails are detected and remediated, or quarantined for user review. The service also provides protection from malicious files and URL's as well as Data Loss Prevention (DLP) for the subscribed collaboration applications.

The service shall include:

- Advanced or Complete per user subscriptions for Cloud Email and Collaboration Security per protected platform as indicated on the Thrive Service Order
- Protection against spam, malware, phishing, and data loss for subscribed platform(s)
- User and account anomaly detection
- Optional email archiving for 1 to 10 years retention (requires Archiving subscription for an additional user fee per month)

Subscription Options

- Email and Collaboration
 - o Office 365
 - Protection for Exchange Online, Teams, Sharepoint Online, OneDrive
 - o Google Workspace
 - Protection for Gmail and Google Drive (Requires additional client provided Google Workspace subscription)
- Collaboration Only
- Slack

Thrive Scope of Work and Deliverables

- Thrive shall configure a dedicated tenant in the Cloud Email and Collaboration Security platform
- Thrive shall configure Client tenant with appropriate user and platform subscriptions (Advanced or Complete) based on plan and quantities indicated in the Thrive Service Order.
- Thrive shall configure policies and workflows for treatment of detected spam, phishing, and malware.
- Thrive shall configure the global accepted/blocked email domains per Client specifications.
- Thrive will provide one (1) read-only admin account for access to the tenant dashboard and reports. Additional read-only admin accounts are available upon Client request. Multifactor authentication is required to access the tenant dashboards.
- If subscribed to the Complete subscription level, Thrive shall configure each application with the default Data Loss Prevention policies. Custom DLP rules can be applied per Client request.
- If subscribed to the optional email archiving service, Thrive shall configure the tenant for archiving with a 7 year retention policy by default (1 to 10 year options available).

Client Responsibilities

- Client shall provide a temporary global admin login credential for the subscribed platform tenant to facilitate initial configuration of the service.
- Client shall complete the Spam Discovery Form prior to service implementation.
- Client shall provide a primary point of contact for any administrative changes.
- Client shall be responsible for management of the admin user accounts.
- Client shall be responsible for purchasing and maintaining the required minimum licenses for the email and collaboration solutions protected by the service (as applicable):
 - o Microsoft Exchange Online (Email), SharePoint Online, and OneDrive
 - Microsoft Business Basic or higher
 - Optional: O365 E3 or E5 is required for integration with Microsoft encryption
 - o Microsoft Teams
 - Office 365 E5/A5/G5 or
 - Microsoft 365 E5/A5/F5/G5 Compliance and Microsoft 365 F5 Security & Compliance or
 - Microsoft 365 E5/A5/F5/G5 Information Protection and Governance
 - o Google Gmail - Supports all Google Workspace licenses except Essentials editions

- o Google Drive - Business Standard
- o Slack – Enterprise Grid

Service Limitations

- Data Loss Prevention protection is only available with the Thrive Managed Cloud Email and Collaboration Security Complete subscription and is not available with the Advanced subscription.
- Minimum license requirements are subject to change.

Service Exclusions

- Any service not explicitly included in the Managed Cloud Email and Collaboration Security Service Definition and Thrive Scope of Work and Deliverables sections above is considered optional and may be provided under separate agreement for an additional fee.

RESOLUTION NO.: _____-2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM
A DEED ISSUED TO HECTOR GUALPA TO THE PREMISES
KNOWN AS 232 SOUTH WILLIAM STREET (SECTION 38, BLOCK 4, LOT 54)**

WHEREAS, on December 15, 2017, the City of Newburgh conveyed by deed property located at 232 South William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 4, Lot 54, to Hector Gualpa; and

WHEREAS, on January 10, 2022, by Resolution No. 10-2022, the City of Newburgh authorized the release of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

WHEREAS, Mr. Gualpa has requested a partial release of the remaining restrictive covenant contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenant number 6 of the aforementioned deed.

**PARTIAL 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 232 South William Street, (Section 38, Block 4, Lot 54) on the Official Tax Map of the City of Newburgh, from restrictive covenant number 6 in a deed dated December 15, 2017 from THE CITY OF NEWBURGH to HECTOR GUALPA, recorded in the Orange County Clerk's Office on February 22, 2018, in Liber 14365 of Deeds at Page 1157 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: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

On the ____ day of _____ in the year 2025, 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.

Notary Public

RESOLUTION NO.: 10 -2022

OF

JANUARY 10, 2022

A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM
A DEED ISSUED TO HECTOR GUALPA TO THE PREMISES
KNOWN AS 232 SOUTH WILLIAM STREET (SECTION 38, BLOCK 4, LOT 54)

WHEREAS, on December 15, 2017, the City of Newburgh conveyed property located at 232 South William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 4, Lot 54, to Hector Gualpa; and

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

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

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

I, Lorena 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 Jan. 10, 2022
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 11 day of Jan. 20 22

City Clerk

RESOLUTION NO.: _____-2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LIBAN ADDE TO THE PREMISES
KNOWN AS 16 LUTHERAN STREET (SECTION 29, BLOCK 8, LOT 12)**

WHEREAS, on September 13, 2017, the City of Newburgh conveyed by deed property located at 16 Lutheran Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 8, Lot 12, to Liban Adde; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 16 Lutheran Street, (Section 29, Block 8, Lot 12) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 13, 2017 from THE CITY OF NEWBURGH to LIBAN ADDE recorded in the Orange County Clerk's Office on September 19, 2017, in Book 14292, Page 1300 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: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

On the ____ day of April in the year 2025, 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.

Notary Public



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

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

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Quanetta Inman, Code Compliance Supervisor

DATE: March 27, 2025

SUBJECT: 16 Lutheran St, Release of Restrictive Covenants Inspection

I conducted an inspection of 16 Lutheran St on January 24, 2025 & March 21, 2025. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

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

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

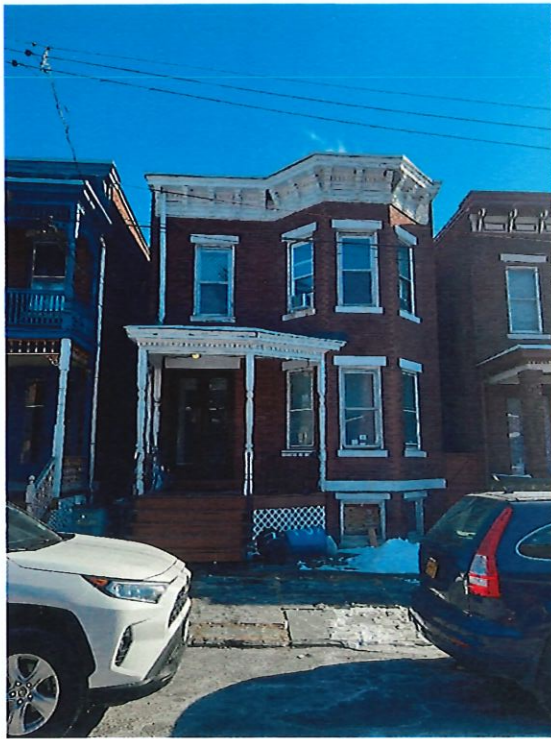
There are no open permits or open permit applications.

The property contains a two-family residence.

There is a valid Certificate of Occupancy in the property file dated June 22, 1978, for a two-Family residence. There is a valid rental license in the property file.

Thank you,

Quanetta Inman
Code Compliance Supervisor



Front



Sidewalk

RESOLUTION NO.: _____-2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LIBAN ADDE TO THE PREMISES
KNOWN AS 93 CARPENTER AVENUE (SECTION 22, BLOCK 1, LOT 19)**

WHEREAS, on August 22, 2018, the City of Newburgh conveyed by deed property located at 93 Carpenter Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 1, Lot 19, to Liban Adde; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 93 Carpenter Avenue, (Section 22, Block 1, Lot 19) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated August 22, 2018 from THE CITY OF NEWBURGH to LIBAN ADDE recorded in the Orange County Clerk's Office on September 25, 2018, in Book 14464, Page 1702 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: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

On the ____ day of April in the year 2025, 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.

Notary Public



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

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

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Quanetta Inman, Code Compliance Supervisor

DATE: March 24, 2025

SUBJECT: 93 Carpenter Ave, Release of Restrictive Covenants Inspection

I conducted an inspection of 93 Carpenter Ave on January 24, 2025 & March 21, 2025. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

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

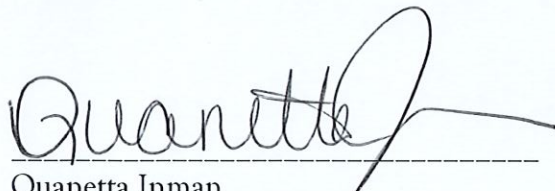
I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

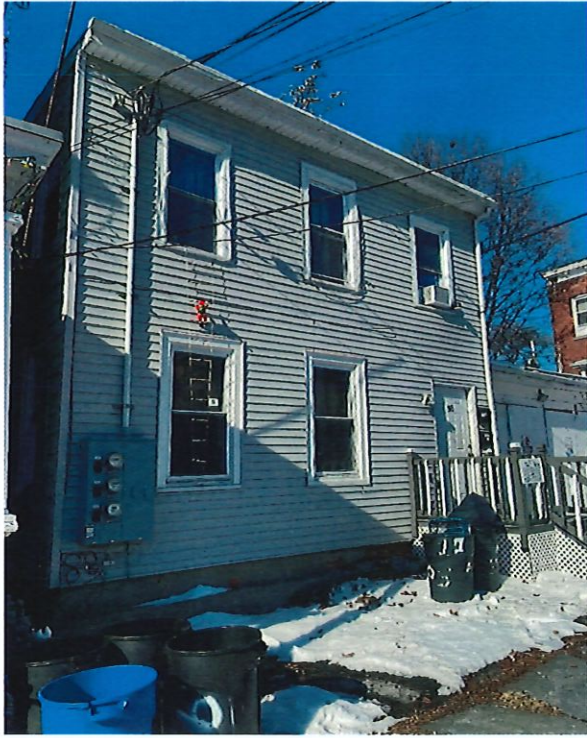
The property contains a two-family residence.

There is a valid Certificate of Occupancy in the property file dated January 15, 1971, for a two-family residence. There is a valid rental license in the property file.

Thank you,



Quanetta Inman
Code Compliance Supervisor



Front



Sidewalk

RESOLUTION NO.: _____-2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LIBAN ADDE TO THE PREMISES
KNOWN AS 101 CARTER STREET (SECTION 22, BLOCK 6, LOT 3.2)**

WHEREAS, on March 2, 2018, the City of Newburgh conveyed by deed property located at 101 Carter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 6, Lot 3.2, to Liban Adde; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 101 Carter Street, (Section 22, Block 6, Lot 3.2) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated March 2, 2018 from THE CITY OF NEWBURGH to LIBAN ADDE recorded in the Orange County Clerk's Office on April 5, 2018, in Book 14383, Page 1675 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: _____, 2025

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

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

On the ____ day of April in the year 2025, 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.

Notary Public



Todd Venning
City Manager/CEO

CITY OF NEWBURGH

DEPARTMENT OF CODE COMPLIANCE

123 Grand Street, Newburgh, New York 12550
(845) 569-7400 • www.cityofnewburgh-ny.gov



Quanetta Inman
Code Compliance Supervisor

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Quanetta Inman, Code Compliance Supervisor

DATE: March 27, 2025

SUBJECT: 101 Carter Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 101 Carter Street on January 24, 2025 & March 21, 2025. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

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

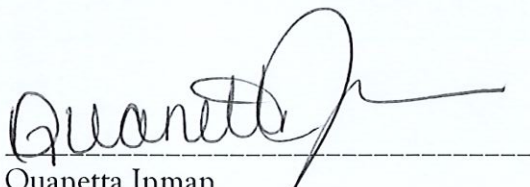
I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property contains a two-family residence.

There is a valid Certificate of Occupancy in the property file dated January 19, 1971, for a two-Family residence. There is a valid rental license in the property file.

Thank you,



Quanetta Inman
Code Compliance Supervisor



Front

Sidewalk

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD 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, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2024; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 28th day of April, 2025 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2024 shall commence on April 29, 2025 and close on May 13, 2025.

CR-05 - Metas y resultados

Progreso que la jurisdicción ha logrado en la ejecución de su plan estratégico y su plan de acción. 91.520(a)

Esta podría ser una descripción general que incluya las principales iniciativas y aspectos destacados que se propusieron y ejecutaron a lo largo del año del programa.

En 2024, varios proyectos que continuaron desde 2023. Estos incluyen:

Programa de propiedad in rem: Mantenimiento de la habitabilidad de las propiedades residenciales devueltas a la ciudad de Newburgh a través de la ejecución hipotecaria.

Servicios vecinales: Proyectos para el Festival de Cine de Verano, la Noche Nacional de 2024 y programas de capacitación laboral.

Infraestructura: El Proyecto Calles Completas.

Instalaciones públicas: Mejoras en los parques, incluido el Proyecto Splash Pad.

Administración: Servicios de apoyo para la Subvención en Bloque para el Desarrollo Comunitario (CDBG), que abarca la publicación de avisos públicos, el procesamiento de comprobantes de pago, la preparación de informes, la prestación de servicios de traducción e interpretación al español y la cobertura del salario del Director de Desarrollo Comunitario.

Además, la ciudad de Newburgh continuó con varios proyectos de la Ley CDBG CARES, incluido un programa de seguridad alimentaria y un programa de pagos de ingresos de emergencia (alquiler).

Comparación de los resultados propuestos con los reales para cada medida de resultado presentada con el plan consolidado y explicación, si corresponde, por qué no se avanzó hacia el cumplimiento de las metas y los objetivos. 91.520(g)

Categorías, niveles de prioridad, fuentes de financiamiento y montos, resultados/objetivos, indicadores de resultados de las metas, unidades de medida, metas, resultados/productos reales y porcentaje completado para cada uno de los objetivos del año del programa del beneficiario.

Meta	Categoría	Fuente / Cantidad	Indicador	Unidad de Medida	Esperado – Estratégico Plan	Actual - Estratégico Plan	Por ciento Completo	Esperado – Programa Año	Actual - Programa Año	Por ciento Completo
Administración	Administración	CDBG: \$	Otro	Otro	1	1	100.00%	1	1	100.00%
Económico Desarrollo	No Vivienda Comunidad Desarrollo Económico Desarrollo	CDBG: \$	Empresas asistidas	Empresas Asistido	15	15	100.00%	10	10	100.00%
Alojamiento	Asequible Alojamiento	CDBG: \$	Instalación pública o Actividades de infraestructura para bajo/moderado Subsidio de Vivienda para Personas con Ingresos	Hogares Asistido	0	0		0	0	
Alojamiento	Asequible Alojamiento	CDBG: \$	Vivienda para propietarios Rehabilitado	Familiar Alojamiento Unidad	0	0		100	100	100.00%
Alojamiento	Asequible Alojamiento	CDBG: \$	Código de Vivienda Ejecución/Ejecución hipotecaria Cuidado de la propiedad	Familiar Alojamiento Unidad	100	100	100.00%			
Infraestructura Mejoras	No Vivienda Comunidad Desarrollo Infraestructura Mejoras	CDBG: \$	Instalación pública o Actividades de infraestructura otro que Ingresos bajos/moderados Subsidio de Vivienda	Personas Asistido	28000	28000	100.00%	28000	28000	100.00%

Calidad de vida Mejoras	No Vivienda Comunidad Desarrollo	CDBG: \$	Instalación pública o Actividades de infraestructura otro que Ingresos bajos/moderados Subsidio de Vivienda	Personas Asistido	28000	28000	100.00%			
Calidad de vida Mejoras	No Vivienda Comunidad Desarrollo	CDBG: \$	Actividades de servicio público otro que Ingresos bajos/moderados Subsidio de Vivienda	Personas Asistido	4000	4000	100.00%	700	700	100.00%

Tabla 1 - Logros – Año del programa y plan estratégico hasta la fecha

Evaluar cómo el uso de los fondos de la jurisdicción, en particular el CDBG, aborda las prioridades y los objetivos específicos identificados en el plan, prestando especial atención a las actividades de mayor prioridad identificadas.

El uso de los fondos de Subvención en Bloque para el Desarrollo Comunitario (CDBG) por parte de la Ciudad de Newburgh se ha alineado con las prioridades y los objetivos específicos identificados en el Plan Consolidado, centrándose principalmente en la preservación de viviendas, las mejoras en la calidad de vida, el desarrollo económico y mejoras de infraestructura.

Preservación y estabilidad de la vivienda:

El Programa de Propiedad In Rem mantuvo la habitabilidad de las propiedades residenciales devueltas a la Ciudad a través de la ejecución hipotecaria, abordando directamente

objetivos relacionados con la preservación del parque de viviendas, la reducción del deterioro y la mejora de la calidad de vida.

El Programa de Asistencia de Emergencia para Propietarios de Vivienda, financiado en un año anterior del programa CDBG, apoyó a un propietario de bajos ingresos mediante el reemplazo de una línea de servicio de agua de emergencia con plomo. Esta iniciativa garantizó el acceso a agua potable y sin plomo, una prioridad fundamental para la salud pública.

Calidad de vida – Servicios e instalaciones públicas

Los Servicios Vecinales facilitaron el Festival de Cine de Verano, brindando actividades de participación juvenil y extensión de servicio público para fomentar la participación y la seguridad de la comunidad.

Los fondos del CDBG también apoyaron la Noche Nacional de 2024, promoviendo asociaciones entre la comunidad y la policía para mejorar la seguridad pública.

La inversión en instalaciones públicas incluyó la financiación para el proyecto Splashpad de mejoras del parque de la ciudad de Newburgh, ampliando las oportunidades recreativas para los residentes.

Desarrollo económico y capacitación de la fuerza laboral

Los fondos del CDBG apoyaron el programa "Below the Line Bootcamp", una iniciativa de capacitación laboral que brindó oportunidades de desarrollo profesional a los residentes de la ciudad de Newburgh. Esto se alinea con el objetivo de mejorar la preparación laboral y la autosuficiencia económica.

Asistencia de emergencia y seguridad alimentaria

El Programa de Pagos de Ingresos de Emergencia ayudó a los residentes que enfrentan atrasos en el alquiler, ayudando a prevenir desalojos e inestabilidad en la vivienda.

Los esfuerzos de seguridad alimentaria se reforzaron a través de asociaciones con organizaciones sin fines de lucro, apoyando servicios de despensas de alimentos e iniciativas de agricultura urbana como Downing Park Urban Farm (DPUF) y Newburgh Urban Farm & Food Initiative (NUFFI), que aumentaron la producción local de alimentos y el acceso a productos frescos.

Mejoras de infraestructura

El Proyecto de Mejoras de Aceras mejoró la transitabilidad y la accesibilidad, abordando las preocupaciones de seguridad y mejorando el vecindario en general. condiciones.

Administración y cumplimiento del programa

Los fondos CDBG también apoyaron funciones administrativas, entre ellas:

Publicación de avisos públicos

Procesamiento de comprobantes de pago

Preparación de informes

Proporcionando servicios de traducción e interpretación al español

Financiamiento del salario del Director de Desarrollo Comunitario

La asignación de fondos CDBG a la Ciudad de Newburgh demuestra un enfoque estratégico para abordar necesidades prioritarias, con énfasis en la preservación de viviendas, la mejora de la calidad de vida, el desarrollo económico, la infraestructura y los servicios esenciales. Al aprovechar eficazmente los recursos CDBG, la Ciudad ha logrado avances mensurables hacia el logro de los objetivos del Plan Consolidado.

CR-10 - Composición racial y étnica de las familias asistidas

Describe las familias asistidas (incluido el estado racial y étnico de las familias asistidas).

91.520(a)

	CDBG
Blanco	0
Negro o afroamericano	150
asiático	0
Indio americano o nativo americano	0
Nativo de Hawái u otra isla del Pacífico	0
Total	150
hispano	0
No hispano	150

Tabla 2 – Tabla de asistencia a poblaciones raciales y étnicas por fuente de fondos

Narrativo

Los datos presentados en la Tabla 2 son aproximados. El 70 % de las familias e individuos que participaron en el Festival de Cine de Verano de Servicios Vecinales pertenecían a minorías. El Festival de Cine de Verano de la Ciudad de Newburgh estuvo abierto a todos los residentes de la ciudad. Para llegar al mayor número posible de familias de bajos ingresos, en particular a aquellas con restricciones de transporte, el festival se celebró en Safe Harbors Green, ubicado entre Ann St. y Broadway, en el Área Censal 5.0. Esta ubicación es accesible a pie para los residentes del East End de Newburgh, una zona de interés para actividades de bajos ingresos. Aproximadamente el 80 % de los asistentes al festival pertenecían a minorías.

El Proyecto In Rem brindó asistencia a diversos grupos étnicos, con la siguiente distribución: 39% latinos o hispanos y 61% no latinos ni hispanos. La demografía racial a la que apoya el Proyecto In Rem es la siguiente: 6% asiáticos, 14% negros o afroamericanos, 77% blancos y 2% que se identifican como otros.

CR-15 - Recursos e inversiones 91.520(a)

Identificar los recursos puestos a disposición

Origen de los fondos	Fuente	Recursos creados Disponible	Cantidad gastada Durante el año del programa
CDBG	público - federal	814.957	405.169

Tabla 3 - Recursos disponibles

Narrativo

Identificar la distribución geográfica y la ubicación de las inversiones

Área objetivo	Planificado Porcentaje de Asignación	Actual Porcentaje de Asignación	Descripción narrativa
Sectores censales 4 y 5	70		Proyecto Inmobiliario In Rem, Cine de Verano Festival, Mejoras de Infraestructura
Toda la Ciudad	30		Proyecto Inmobiliario In Rem, Cine de Verano Festival, Mejoras de Infraestructura

Tabla 4 – Identificar la distribución geográfica y ubicación de las inversiones

Narrativo

La mayoría de los proyectos CDBG se llevaron a cabo en los distritos censales 4 y 5, incluido el Festival de Cine de Verano de 2024.

Apalancamiento

Explique cómo los fondos federales apalancaron recursos adicionales (fondos privados, estatales y locales), incluida una descripción de cómo se cumplieron los requisitos de contrapartida, así como también cómo cualquier tierra o propiedad pública ubicada dentro de la jurisdicción que se utilizó para abordar las necesidades identificadas en el plan.

La ciudad de Newburgh ha aprovechado estratégicamente los fondos federales CDBG para atraer recursos privados, estatales y locales, garantizando un impacto más significativo en las iniciativas de desarrollo comunitario.

A través de un Acuerdo de Subreceptor con Hábitat para la Humanidad del Gran Newburgh, la Ciudad continúa apoyando el Programa de Reparación de Emergencia para Propietarios de Viviendas, dirigido a propietarios que cumplen con los requisitos de ingresos.

Esta colaboración mejora la eficacia de los fondos CDBG al aprovechar las donaciones privadas adicionales y las contribuciones en especie de Hábitat, lo que reduce significativamente los costos del programa y amplía el alcance de los servicios. Además, se han utilizado propiedades públicas, incluidas las viviendas embargadas de propiedad municipal, para abordar las necesidades de vivienda y los esfuerzos de revitalización de los barrios. El Programa de Propiedades Embargadas mantiene y preserva la habitabilidad de las propiedades embargadas antes de que se restablezcan a su uso productivo, lo que ayuda a reducir el deterioro y a estabilizar los barrios.

Al combinar los fondos CDBG con recursos locales y privados, la Ciudad ha fortalecido su capacidad para abordar la rehabilitación de viviendas, mejorar la infraestructura y brindar servicios esenciales, alineándose con las prioridades delineadas en el Plan Consolidado.

CR-20 - Vivienda asequible 91.520(b)

Evaluación del progreso de la jurisdicción en la provisión de vivienda asequible, incluyendo la cantidad y los tipos de familias atendidas, la cantidad de personas de ingresos extremadamente bajos, bajos, moderados y medios atendidas.

	Objetivo de un año	Actual
Número de hogares sin hogar que se proporcionó unidades de vivienda asequibles	0	0
Número de hogares que no son personas sin hogar que se proporcionó unidades de vivienda asequibles	0	0
Número de hogares con necesidades especiales a los que se proporcionarán unidades de vivienda asequibles	0	0
Total	0	0

Tabla 5 – Número de hogares

	Objetivo de un año	Actual
Número de hogares apoyados a través de Asistencia para el alquiler	0	0
Número de hogares apoyados a través de La producción de nuevas unidades	0	0
Número de hogares apoyados a través de Rehabilitación de unidades existentes	0	0
Número de hogares apoyados a través de Adquisición de Unidades Existentes	0	0
Total	0	0

Tabla 6 – Número de hogares apoyados

Analice la diferencia entre objetivos y resultados y los problemas encontrados para alcanzar estos objetivos.

El Programa de Reparación de Emergencia para Propietarios de Viviendas de la Ciudad de Newburgh, financiado con fondos CDBG, tiene como objetivo ayudar a los propietarios que cumplen los requisitos de ingresos y enfrentan necesidades urgentes de reparación, preservando así el parque de viviendas y mejorando las condiciones de salud y seguridad. Sin embargo, el resultado del programa se mide por el número real de propietarios asistidos, el alcance de las reparaciones realizadas y el impacto general en la estabilidad de la vivienda en la comunidad.

El programa aprovecha su experiencia y recursos adicionales para mejorar la ejecución del programa. En 2024, el

El programa continuó con éxito, atendiendo reparaciones urgentes para propietarios de viviendas de bajos ingresos. Sin embargo, desafíos como el aumento de los costos de construcción debido a la inflación, la escasez de mano de obra y la creciente demanda de asistencia han afectado la capacidad de atender con prontitud todas las solicitudes de los propietarios. Para abordar estos desafíos, la ciudad de Newburgh considerará un acuerdo de subreceptor con Hábitat para la Humanidad para 2025.

Analice cómo estos resultados afectarán los planes de acción anuales futuros.

Debido a la creciente inflación y al éxito continuo del Programa de Reparación de Viviendas de Emergencia para Propietarios, la Ciudad de Newburgh ha renovado su Acuerdo de Subreceptor con Habitat for Humanity of Greater Newburgh.

Dada la eficacia demostrada del programa para ayudar a los propietarios de viviendas que califican según sus ingresos con reparaciones de emergencia, la Ciudad está considerando aumentar la financiación para garantizar que más residentes reciban la asistencia crítica que necesitan.

Incluya el número de personas con ingresos extremadamente bajos, bajos e moderados atendidas por cada actividad cuando se requiere información sobre los ingresos por tamaño de familia para determinar la elegibilidad de la actividad.

Número de hogares atendidos	CDBG Actual	INICIO Actual
Ingresos extremadamente bajos	0	0
bajos ingresos	3	0
Ingresos moderados	0	0
Total	3	0

Tabla 7 – Número de hogares atendidos

Información narrativa

El Programa de Reparación de Emergencia para Propietarios de Viviendas, administrado a través de un Acuerdo de Subreceptor con Hábitat para la Humanidad del Gran Newburgh, ha ayudado eficazmente a los propietarios de viviendas con ingresos que califican en la Ciudad de Newburgh con reparaciones urgentes de emergencia. Debido al impacto positivo y el éxito del programa, la Ciudad de Newburgh ha renovado su contrato con Hábitat para la Humanidad para continuar brindando este servicio esencial.

Reconociendo la eficacia del programa para abordar las necesidades urgentes de vivienda y mejorar la estabilidad de los propietarios, la Ciudad está considerando aumentar su financiación para ampliar su alcance y ayudar a más residentes que requieren reparaciones de emergencia en el hogar.

CR-25 - Personas sin hogar y otras necesidades especiales 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluar el progreso de la jurisdicción en el cumplimiento de sus objetivos específicos para reducir y erradicar la falta de vivienda a través de:

Llegar a las personas sin hogar (especialmente a las personas sin refugio) y evaluar su situación

necesidades individuales

El Ministerio de Newburgh opera un albergue para personas sin hogar en la calle Johnston, donde ofrece servicios sociales y atención médica. A través del proyecto "Economías Frágiles", financiado por ESPRI, el Ministerio de Newburgh también brinda asistencia para la estabilidad financiera, junto con recursos para mejorar la salud, el bienestar y la resiliencia de varias familias en riesgo de la ciudad de Newburgh mediante apoyo entre pares.

Abordar las necesidades de refugio de emergencia y vivienda de transición de las personas sin hogar

La Ciudad de Newburgh colabora con organizaciones como el Programa Regional de Acción Económica Comunitaria (RECAP) y el Departamento de Servicios Sociales del Condado de Orange para atender las necesidades de refugio de emergencia y vivienda de transición de las personas sin hogar. Otros colaboradores incluyen Safe Harbors of the Hudson, el Ministerio de Newburgh y un número cada vez mayor de organizaciones que brindan servicios a exconvictos y personas afectadas por el sistema de justicia penal, como Exodus Transitional Community y la Asociación Osborne.

Ayudar a personas y familias de bajos ingresos a evitar quedarse sin hogar, especialmente a personas y familias de ingresos extremadamente bajos y a aquellos que: es probable que se queden sin hogar después de ser dados de alta de instituciones y sistemas de atención financiados con fondos públicos (como centros de atención médica, centros de salud mental, hogares de acogida y otras instalaciones para jóvenes, y programas e instituciones correccionales); y que reciben asistencia de agencias públicas o privadas que abordan las necesidades de vivienda, salud, servicios sociales, empleo, educación o juventud.

Las agencias y organizaciones de servicios sociales de la ciudad de Newburgh, como Exodus Transitional Community, Bridges of New York y Renwick Recovery, Inc., trabajan para apoyar a personas y familias vulnerables. En 2017, la Oficina del Gobernador del Estado de Nueva York lanzó la Iniciativa para la Reducción de la Pobreza del Empire State (ESPRI). La ESPRI organizó una sesión de consulta comunitaria y convocó a varios grupos de trabajo centrados en la vivienda, el desarrollo laboral, la atención médica y el bienestar. En 2022, el objetivo de la ESPRI fue continuar implementando diversos proyectos de apoyo, incluyendo el "Proyecto para Economías Frágiles".

Ayudar a las personas sin hogar (especialmente a las personas y familias crónicamente sin hogar, familias con niños, veteranos y sus familias, y jóvenes no acompañados) a hacer la transición a una vivienda permanente y una vida independiente, lo que incluye acortar el período de tiempo en que las personas y las familias experimentan la falta de vivienda, facilitar el acceso de las personas y familias sin hogar a unidades de vivienda asequibles y evitar que las personas y familias que estaban

recientemente sin hogar de volver a quedarse sin hogar

RECAP y el Departamento de Servicios Sociales del Condado de Orange atienden las necesidades de transición de vivienda de las personas y familias sin hogar. Además, un número cada vez mayor de organizaciones de servicios, como Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc. y Project LIFE, también brindan apoyo en este ámbito.

CR-30 - Vivienda pública 91.220(h); 91.320(j)

Medidas adoptadas para abordar las necesidades de vivienda pública

El personal de la Ciudad de Newburgh se reúne regularmente con el Director de la Autoridad de Vivienda de Newburgh (NHA) con respecto a las necesidades de vivienda pública: todos los programas CDBG y los trabajos de la Ciudad de Newburgh anunciados en la NHA sitio.

Medidas adoptadas para alentar a los residentes de viviendas públicas a involucrarse más en la gestión y participar en la propiedad de la vivienda

La "Guía de Recursos de Vivienda de la Ciudad de Newburgh" ofrece información sobre cómo solicitar financiación para propiedades municipales y se comparte con los residentes de viviendas públicas. El Banco de Tierras Comunitarias de Newburgh ha recibido financiación del Fiscal General del Estado de Nueva York para el Programa de Viviendas de Alquiler Asequibles "Vecinos por Vecindarios". Este programa anima a los residentes a rehabilitar las propiedades de sus vecindarios y mantenerlas como viviendas de alquiler asequibles.

Medidas adoptadas para brindar asistencia a las PHA con problemas

Esta sección no es aplicable.

CR-35 - Otras acciones 91.220(j)-(k); 91.320(i)-(j)

Medidas adoptadas para eliminar o mejorar los efectos negativos de las políticas públicas que sirven como barreras para la vivienda asequible, tales como controles del uso del suelo, políticas fiscales que afectan al suelo, ordenanzas de zonificación, códigos de construcción, tarifas y cargos, limitaciones de crecimiento y políticas que afectan el rendimiento de la inversión residencial. 91.220 (j); 91.320 (i)

La ciudad de Newburgh se compromete a apoyar iniciativas de vivienda asequible. Se han reducido significativamente las tarifas de los trámites de uso del suelo y se han flexibilizado las normas de zonificación. Las ordenanzas de zonificación de la ciudad de Newburgh se revisan periódicamente para identificar y eliminar las barreras al desarrollo de vivienda asequible.

Medidas adoptadas para abordar los obstáculos que impiden satisfacer las necesidades desatendidas. 91.220(k); 91.320(j)

Al menos el 50% de la población de la ciudad de Newburgh se identifica como latina. Se ofrece interpretación al español en las reuniones relacionadas con el CDBG (por ejemplo, las audiencias públicas). La ciudad de Newburgh exige la traducción y difusión de los materiales del programa tanto en español como en inglés, como se describe en el Plan de Acceso Lingüístico. "La Voz" ofrece anuncios en español para los residentes de Newburgh.

Además, la Ciudad ha contratado a Language Link para proporcionar servicios adicionales de traducción e interpretación.

Medidas adoptadas para reducir los riesgos de la pintura a base de plomo. 91.220(k); 91.320(j)

Se requiere la coordinación entre Lead Safe Orange y el Departamento de Cumplimiento de Códigos de la Ciudad de Newburgh en lo que respecta a las propiedades municipales. La Ciudad de Newburgh tiene la intención de solicitar una subvención para la remediación de plomo a través de la Oficina de Control de Peligros de Plomo y Hogares Saludables (OLHCHH) del HUD.

Medidas adoptadas para reducir el número de familias en situación de pobreza. 91.220(k); 91.320(j)

En 2017, la Oficina del Gobernador del Estado de Nueva York lanzó la Iniciativa para la Reducción de la Pobreza del Empire State (ESPRI) en la ciudad de Newburgh. Esta iniciativa está gestionada por United Way de la Región de Dutchess-Orange.

ESPRI ha realizado sesiones de escucha comunitaria y convocado a varios grupos de trabajo centrados en la vivienda, el desarrollo laboral, la atención médica y el bienestar. En 2023, ESPRI continuó su enfoque en 2024 con la implementación del "Proyecto de Economías Frágiles", gestionado por el Ministerio de Newburgh. Este proyecto está diseñado para ayudar a familias de bajos ingresos a alcanzar sus metas financieras y a establecer un fondo de ahorro para imprevistos y emergencias. Las familias trabajan con mentores para establecer metas, crear planes de acción y mantenerse encaminadas. También se les conecta con los servicios de apoyo necesarios.

Medidas adoptadas para desarrollar la estructura institucional. 91.220(k); 91.320(j)

Las tarifas de los trámites de uso del suelo se han reducido significativamente y las normas de zonificación se han flexibilizado para mejorar la accesibilidad. Además, la ciudad de Newburgh ha creado un proceso más ágil para su junta de uso del suelo con el fin de mejorar la accesibilidad.

Medidas adoptadas para mejorar la coordinación entre las agencias públicas y privadas de vivienda y servicios sociales. 91.220(k); 91.320(j)

La Ciudad de Newburgh lidera la Coalición de Vivienda de Newburgh, compuesta por varias organizaciones, entre ellas Hábitat para la Humanidad del Gran Newburgh, PathStone (que ofrece capacitación para propietarios de viviendas del HUD), Servicios Sociales del Condado de Orange, Safe Harbors of the Hudson y el Banco de Tierras Comunitarias de Newburgh. Además, la Ciudad de Newburgh participa en el Comité de Planificación de Vivienda del Condado de Orange, que tiene un alcance más amplio e incluye a aún más organizaciones miembro.

Identificar las medidas adoptadas para superar los efectos de cualquier impedimento identificado en el análisis de la jurisdicción sobre los impedimentos para la elección de una vivienda justa. 91.520(a)

Pathstone, Vida Independiente y Hábitat para la Humanidad de Greater Newburgh ofrecen preparación y capacitación para la compra de vivienda. También se ofrecen talleres sobre responsabilidades de los inquilinos al público.

CR-40 - Monitoreo 91.220 y 91.230

Describa las normas y procedimientos utilizados para supervisar las actividades llevadas a cabo en cumplimiento del plan y utilizados para garantizar el cumplimiento a largo plazo de los requisitos de los programas involucrados, incluido el alcance a empresas minoritarias y los requisitos de planificación integral.

Las actividades se revisan utilizando los anexos del Manual de Monitoreo del DPC. Se seleccionan y configuran la "Guía para la Revisión de Elegibilidad" y las guías para la revisión de los Objetivos Nacionales utilizados como Actividades. Se elabora un formulario de "Elegibilidad de la Actividad" para cada Actividad, identificando el Objetivo Nacional y la categoría de actividad elegible.

Talleres para pequeñas empresas realizados a través del Acuerdo de copatrocinio de la SBA y la ciudad de Newburgh, incluida la continuación del "Campamento de entrenamiento básico de negocios" " Capacitación "en el trabajo" para residentes de la ciudad de Newburgh y sus ingresos programa.

Se celebra periódicamente una reunión conjunta de Planificación y Desarrollo, Desarrollo Comunitario y Administración de Subvenciones para garantizar que el programa CDBG se ajuste a las demás necesidades de la comunidad de la ciudad de Newburgh. Además, se supervisa la puntualidad de todo el programa CDBG mediante una hoja de cálculo que registra el gasto en actividades y los límites de servicio público y administración.

Plan de Participación Ciudadana 91.105(d); 91.115(d)

Describa los esfuerzos para proporcionar a los ciudadanos un aviso razonable y la oportunidad de comentar los informes de desempeño.

De acuerdo con los procedimientos de la Ciudad de Newburgh, se envió un "Aviso de Periodo de 15 Días para Comentarios Públicos sobre el CAPER 2024" a tres periódicos locales y a una publicación/red social en español. Los periódicos son el Times Herald-Record, Hudson Valley Press y el Times Community Papers (Mid-Hudson Times). La Voz se encarga de la difusión en español del CAPER 2024.

CR-45 - CDBG 91.520(c)

Especifique la naturaleza y las razones de cualquier cambio en los objetivos del programa de la jurisdicción e indicaciones de cómo la jurisdicción cambiaría sus programas como resultado de sus experiencias.

Los objetivos del programa en la ciudad de Newburgh permanecen sin cambios.

¿Esta jurisdicción tiene subvenciones abiertas de la Iniciativa de Desarrollo Económico de Áreas Abandonadas (BEDI)?

No

[Beneficiarios de BEDI] Describa los logros y resultados del programa durante el último año.

CR-45 - CDBG 91.520(c)

Especifique la naturaleza y las razones de cualquier cambio en los objetivos del programa de la jurisdicción e indicaciones de cómo la jurisdicción cambiaría sus programas como resultado de sus experiencias.

Los objetivos del programa en la ciudad de Newburgh permanecen sin cambios.

¿Esta jurisdicción tiene subvenciones abiertas de la Iniciativa de Desarrollo Económico de Áreas Abandonadas (BEDI)?

No

[Beneficiarios de BEDI] Describa los logros y resultados del programa durante el último año.

CR-58 – Sección 3

Identificar el número de personas asistidas y los tipos de asistencia brindada

Total de horas de trabajo	CDBG HOME	ESG HOP	PWA HTF		
Número total de actividades	0	0	0	0	0
Total de horas de trabajo					
Total de horas de trabajo de la Sección 3					
Total de horas trabajadas por los trabajadores de la Sección 3					

Tabla 8 – Total de horas de trabajo

Esfuerzos cualitativos - Número de actividades por programa <u>Esfuerzos de</u>	CDBG HOME	ESG HOP	PWA HTF		
extensión para generar solicitantes de empleo que sean trabajadores destinatarios de vivienda pública	1				
Esfuerzos de extensión para generar solicitantes de empleo que sean trabajadores destinatarios de otros fondos.	1				
Formación directa en el puesto de trabajo (incluidos los aprendizajes).	1				
Capacitación indirecta, como organizar, contratar o pagar la matrícula para capacitación fuera del sitio.					
Asistencia técnica para ayudar a los trabajadores de la Sección 3 a competir por empleos (por ejemplo, asistencia con el currículum, asesoramiento).					
Esfuerzos de divulgación para identificar y asegurar ofertas de empresas de la Sección 3 preocupaciones.					
Asistencia técnica para ayudar a las empresas de la Sección 3 a comprender y presentar ofertas para contratos.					
División de contratos en trabajos más pequeños para facilitar la participación de las empresas de la Sección 3.					
Proporcionó o conectó a los residentes con asistencia en la búsqueda de empleo, lo que incluyó: redactar currículums, prepararse para entrevistas, encontrar oportunidades laborales y conectar a los residentes con servicios de colocación laboral.					
Realizó una o más ferias de empleo.	1				
Proporcionó o conectó a los residentes con servicios de apoyo que pueden proporcionar servicios directos o referencias.					
Proporcionó o conectó a los residentes con servicios de apoyo que ofrecen uno o más de los siguientes: exámenes de salud de preparación para el trabajo, ropa para entrevistas, uniformes, tarifas de pruebas, transporte.					
Ayudó a los residentes a encontrar cuidado infantil.	1				
Ayudó a los residentes a solicitar o asistir a un colegio comunitario o a una institución educativa de cuatro años.					
Ayudó a los residentes a solicitar o asistir a capacitación vocacional/técnica.					
Ayudó a los residentes a obtener capacitación y/o asesoramiento en materia de educación financiera.					
Asistencia en materia de fianzas, garantías u otros esfuerzos para respaldar ofertas viables de empresas de la Sección 3.					
Proporcionó o conectó a los residentes con capacitación sobre el uso de computadoras o tecnologías en línea.					
Promover el uso de un registro empresarial diseñado para crear oportunidades para empresas pequeñas y desfavorecidas.					
Alcance, participación o derivaciones a través del sistema integral del estado, tal como está diseñado en la Sección 121(e)(2) de la Ley de Innovación y Oportunidades en la Fuerza Laboral.	1				

Otro.					
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Tabla 9 – Esfuerzos cualitativos - Número de actividades por programa

Narrativo

La ciudad de Newburgh publica oportunidades de empleo para los residentes a través de su sitio web, anuncios de la Administración Pública y anuncios de empleo en todos los edificios públicos. Los residentes cualificados tienen prioridad para las vacantes, y los contratistas reciben información sobre los requisitos de la Sección 3.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In 2024, several projects that continued from 2023. These include:

In Rem Property Program: Maintenance of the habitability of residential properties returned to the City of Newburgh through foreclosure.

Neighborhood Services: Projects for the Summer Film Festival, the 2024 National Night Out, and workforce training programs.

Infrastructure: The Complete Streets Project.

Public Facilities: Improvements to parks, including the Splash Pad Project.

Administration: Support services for the Community Development Block Grant (CDBG), which encompasses publishing public notices, processing payment vouchers, preparing reports, providing Spanish translation and interpretation services, and covering the salary of the Director of Community Development.

Additionally, the City of Newburgh continued several CDBG CARES Act projects, including a food security program and an Emergency Income Payments (Rent) program.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%
Economic Development	Non-Housing Community Development Economic Development	CDBG: \$	Businesses assisted	Businesses Assisted	15	15	100.00%	10	10	100.00%
Housing	Affordable Housing	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		100	100	100.00%
Housing	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	100	100	100.00%			
Infrastructure Improvements	Non-Housing Community Development Infrastructure Improvements	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	28000	100.00%	28000	28000	100.00%

Quality of Life Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	28000	100.00%			
Quality of Life Improvements	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	4000	100.00%	700	700	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Newburgh’s use of Community Development Block Grant (CDBG) funds has been aligned with the priorities and specific objectives identified in the Consolidated Plan, mainly focusing on housing preservation, quality of life improvements, economic development, and infrastructure enhancements.

Housing Preservation & Stability:

The In Rem Property Program maintained habitability for residential properties returned to the City through foreclosure, directly addressing

goals related to preserving housing stock, reducing blight, and improving quality of life.

The Emergency Homeowner Assistance Program, funded in a previous CDBG program year, supported a low-income homeowner by replacing an emergency lead water service line. This effort ensured access to safe, lead-free water, a critical public health priority.

Quality of Life – Public Services & Facilities

Neighborhood Services facilitated the Summer Film Festival, providing youth engagement activities and public service outreach to foster community engagement and safety.

CDBG funding also supported the 2024 National Night Out, promoting community-police partnerships to enhance public safety.

Investment in public facilities included funding for the City of Newburgh Park Improvements Splashpad project, expanding recreational opportunities for residents.

Economic Development & Workforce Training

CDBG funding supported Below the Line Bootcamp, a workforce training initiative that provided career development opportunities for City of Newburgh residents. This aligns with the intention to enhance job readiness and economic self-sufficiency.

Emergency Assistance & Food Security

The Emergency Income Payments Program assisted residents facing rental arrears, helping to prevent evictions and housing instability.

Food security efforts were bolstered through partnerships with non-profit organizations, supporting food pantry services and urban agriculture initiatives like the Downing Park Urban Farm (DPUF) and Newburgh Urban Farm & Food Initiative (NUFFI), which increased local food production and access to fresh produce.

Infrastructure Improvements

The Sidewalk Improvements Project enhanced walkability and accessibility, addressing safety concerns and improving overall neighborhood conditions.

Program Administration & Compliance

CDBG funds also supported administrative functions, including:

- Publishing public notices

- Processing payment vouchers

- Preparing reports

- Providing Spanish translation and interpretation services

Funding the salary of the Director of Community Development

The City of Newburgh's allocation of CDBG funds demonstrates a strategic approach to addressing high-priority needs, focusing on housing preservation, quality of life improvements, economic development, infrastructure, and essential services. By effectively leveraging CDBG resources, the City has made measurable progress toward achieving the goals outlined in the Consolidated Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	0
Black or African American	150
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	150
Hispanic	0
Not Hispanic	150

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data presented in Table 2 is approximate. Of the families and individuals participating in the Neighborhood Services Summer Film Festival, 70% were minorities. The City of Newburgh Summer Film Festival was open to all residents of the city. To reach as many low-income families as possible, particularly those with transportation restrictions, the festival was held at Safe Harbors Green, located between Ann St. and Broadway, in Census Tract 5.0. This location is walkable for residents of the East End of Newburgh, which is a target area for low-income activities. Approximately 80% of the attendees at the festival were from minority backgrounds.

The In Rem Project provided assistance to various ethnic groups, with the following breakdown: 39% Latino or Hispanic and 61% Not Latino or Hispanic. The racial demographics supported by the In Rem Project are as follows: 6% Asian, 14% Black or African American, 77% White, and 2% identifying as Other.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	814,957	405,169

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tracts 4 & 5	70		In Rem Property Project, Summer Film Festival, Infrastructure Improvements
City Wide	30		In Rem Property Project, Summer Film Festival, Infrastructure Improvements

Table 4 – Identify the geographic distribution and location of investments

Narrative

Most CDBG projects took place in Census Tracts 4 and 5, including the 2024 Summer Film Festival.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Newburgh has strategically leveraged federal CDBG funds to attract private, state, and local resources, ensuring a more significant impact on community development initiatives. Through a Subrecipient Agreement with Habitat for Humanity of Greater Newburgh, the City continues to support the Emergency Homeowner Repair Program for income-qualified homeowners. This partnership enhances the effectiveness of CDBG funds by leveraging Habitat's additional private donations and in-kind contributions, significantly reducing program costs and extending the reach of services. Additionally, publicly owned properties, including city-owned foreclosed homes, have been utilized to address housing needs and neighborhood revitalization efforts. The In Rem Property Program maintains and preserves the habitability of foreclosed properties before they are returned to productive use, helping to reduce blight and stabilize neighborhoods.

By combining CDBG funds with local and private resources, the City has strengthened its ability to address housing rehabilitation, improve infrastructure, and provide essential services, aligning with the priorities outlined in the Consolidated Plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Newburgh's CDBG-funded Emergency Homeowner Repair Program aims to assist income-qualified homeowners facing urgent repair needs, thereby preserving housing stock and improving health and safety conditions. However, the program's outcome is measured by the actual number of homeowners assisted, the extent of repairs completed, and the overall impact on housing stability within the community.

The program leverages its expertise and additional resources to enhance program delivery. In 2024, the

program continued successfully, addressing urgent repairs for low-income homeowners. However, challenges such as rising construction costs due to inflation, labor shortages, and the increasing demand for assistance have impacted the ability to meet all homeowner requests promptly. To address these challenges, the City of Newburgh will consider a sub-recipient agreement with Habitat for Humanity for 2025.

Discuss how these outcomes will impact future annual action plans.

Due to rising inflation and the ongoing success of the Emergency Homeowner Repair Program, the City of Newburgh has renewed its Subrecipient Agreement with Habitat for Humanity of Greater Newburgh. Given the program's demonstrated effectiveness in helping income-qualified homeowners with emergency repairs, the City is considering increasing funding to ensure that more residents receive the critical assistance they need.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	3	0
Moderate-income	0	0
Total	3	0

Table 7 – Number of Households Served

Narrative Information

The Emergency Homeowner Repair Program managed through a Subrecipient Agreement with Habitat for Humanity of Greater Newburgh, has effectively assisted income-qualified homeowners in the City of Newburgh with urgent emergency repairs. Due to the program's positive impact and success, the City of Newburgh has renewed its contract with Habitat for Humanity to continue providing this essential service.

Recognizing the program's effectiveness in addressing urgent housing needs and enhancing homeowners' stability, the City is considering increasing its funding to expand its reach and assist more residents who require emergency home repairs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Newburgh Ministry operates a homeless shelter on Johnston Street, offering social services and healthcare support. Through the ESPRI-funded "Fragile Economies" project, the Newburgh Ministry also provides financial stability assistance, along with resources aimed at improving health, wellness, and resilience for several at-risk families in the City of Newburgh through peer coaching.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Newburgh collaborates with organizations such as the Regional Economic Community Action Program (RECAP) and the Orange County Department of Social Services to address the emergency shelter and transitional housing needs of homeless individuals. Additional partners include Safe Harbors of the Hudson, the Newburgh Ministry, and an increasing number of organizations that provide services to those who have been formerly incarcerated and those impacted by the criminal justice system, such as Exodus Transitional Community and the Osborne Association.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Social service agencies and organizations in the City of Newburgh, such as Exodus Transitional Community, Bridges of New York, and Renwick Recovery, Inc., work to support vulnerable individuals and families. In 2017, the New York State Governor's Office launched the Empire State Poverty Reduction Initiative (ESPRI). ESPRI held a community listening session and convened several task forces focusing on housing, workforce development, healthcare, and wellness. The focus of ESPRI in 2022 was to continue implementing various support projects, including the "Fragile Economies Project."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

RECAP and the Orange County Department of Social Services address the housing transition needs of homeless individuals and families. Additionally, an increasing number of service organizations, including Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc., and Project L.I.F.E., are also providing support in this area.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

City of Newburgh staff regularly meet with the Director of the Newburgh Housing Authority (NHA) regarding public housing needs: all CDBG programs and City of Newburgh jobs advertised on the NHA site.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The "City of Newburgh—Housing Resource Guide" provides information on how to apply for finance on City-owned property and is shared with public housing residents. The Newburgh Community Land Bank has been awarded funding through the New York State Attorney General for a "Neighbors for Neighborhoods" Affordable Rental Housing Program. The program encourages residents to rehabilitate properties in their neighborhoods and maintain them as affordable rental housing.

Actions taken to provide assistance to troubled PHAs

This section is not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Newburgh is committed to supporting affordable housing initiatives. Land use procedures fees have been significantly reduced, and zoning regulations have been loosened. The zoning ordinances in the City of Newburgh are reviewed regularly to identify and eliminate barriers to affordable housing development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

At least 50% of the City of Newburgh's population identify as Latinx. Spanish interpretation is provided at CDBG-related meetings (e.g., Public Hearings). The City of Newburgh requires the translation and dissemination of program materials in both Spanish and English, as outlined in the Language Access Plan. "La Voz" offers Spanish-language announcements for Newburgh residents.

Additionally, the City has contracted with Language Link to provide further translation and interpretation services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Coordination is needed between Lead Safe Orange and the Code Compliance department of the City of Newburgh regarding properties owned by the city. The City of Newburgh intends to apply for a lead remediation grant through the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH).

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2017, the New York State Governor's Office launched the Empire State Poverty Reduction Initiative (ESPRI) in the City of Newburgh. This initiative is managed by the United Way of Dutchess-Orange Region.

ESPRI has conducted community listening sessions and convened several task forces focused on housing, workforce development, healthcare, and wellness. In 2023, ESPRI has continued its focus into 2024 by implementing the "Fragile Economies Project," which is managed by Newburgh Ministry. This project is designed to assist low-income families in achieving their financial goals and establishing a savings cushion for unexpected events and emergencies. Families work with peer coaches to set goals, create action plans, and stay on track. They are also connected to the necessary support services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Land use procedure fees have been significantly reduced, and zoning regulations have been relaxed to improve accessibility. Additionally, the City of Newburgh has created a more streamlined process for its land use board to enhance accessibility.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Newburgh takes the lead in the Newburgh Housing Coalition, which consists of several organizations, including Habitat for Humanity of Greater Newburgh, PathStone (offering HUD Homeowner training), Orange County Social Services, Safe Harbors of the Hudson, and the Newburgh Community Land Bank. Additionally, the City of Newburgh is involved in the Orange County Housing Planning Committee, which has a broader outreach and includes even more member organizations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Pathstone, Independent Living, and Habitat for Humanity of Greater Newburgh provide homeownership preparation and training. Workshops on tenant responsibilities are also available to the public.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Activities are reviewed using the exhibits in the CPD Monitoring Handbook. The "Guide for Review of Eligibility" and the guides for reviewing National Objectives used as Activities are selected and subsequently set up. An "Activity Eligibility" form is prepared for each Activity, identifying the National Objective and eligible activity category.

Small business workshops held through the SBA/City of Newburgh Co-Sponsorship Agreement, including continuing the "Business Basics Bootcamp " and income City of Newburgh resident "On-the-Job" training program.

A joint Planning and Development/Community Development/Grants Administration meeting is held regularly to ensure that the CDBG program aligns with other City of Newburgh community needs. In addition, the whole CDBG program is monitored for "Timeliness" using a spreadsheet that tracks Activity spending and Public Service and Administration caps.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with The City of Newburgh procedures, a "Notice of 15-Day Public Comment Period for the 2024 CAPER" was submitted to three local newspapers and a Spanish-language publication/social media. The newspapers are the Times Herald-Record, Hudson Valley Press, and the Times Community Papers (Mid-Hudson Times). La Voz provides Spanish-language outreach for the 2024 CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The program objectives in the City of Newburgh remain unchanged.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The program objectives in the City of Newburgh remain unchanged.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

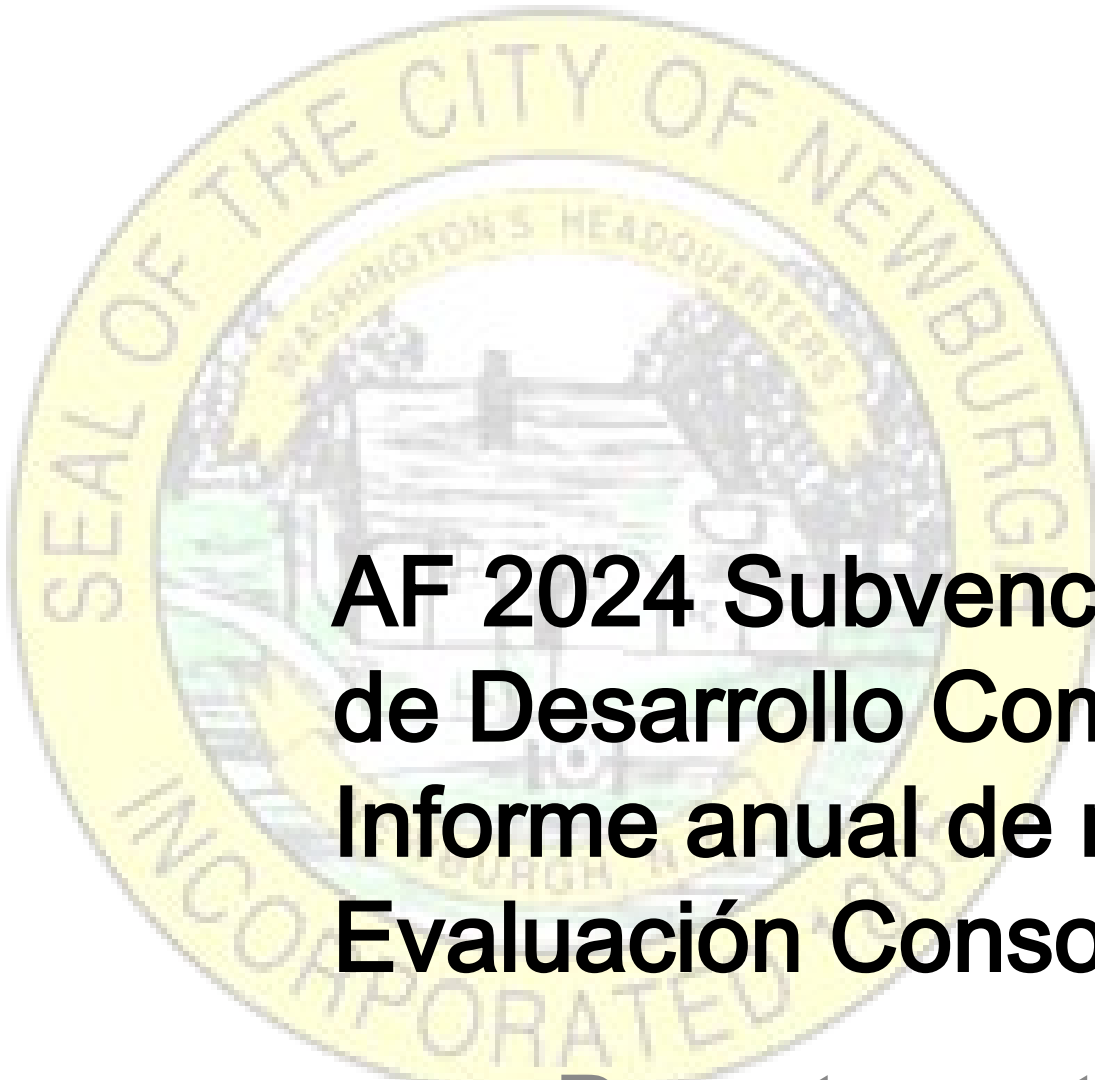
Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	1				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	1				
Direct, on-the job training (including apprenticeships).	1				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.	1				
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.	1				
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	1				

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Newburgh advertises job opportunities for residents through its website, Civil Service postings, and job announcements displayed throughout all public buildings. Qualified residents are given priority for job openings, and contractors are informed about Section 3 requirements.

The seal of the City of Newburg is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURG" in black. Inside this is a smaller yellow ring with "WASHINGTON'S HEADQUARTERS" in black. The center of the seal depicts a landscape with a river, a bridge, and a building, all in a faded, light green and grey tone.

AF 2024 Subvención en bloque de de Desarrollo Comunitario (CDBG): Informe anual de rendimiento y Evaluación Consolidado (CAPER)

**Departamento de Planificación y
Desarrollo
Marzo 2025**

Informe Anual de Rendimiento y Evaluación Consolidado(CAPER)



- El Informe Anual de Rendimiento y Evaluación Consolidado (CAPER) es un informe requerido como parte del programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG, por sus siglas en inglés).
- El propósito principal del CAPER es informar sobre los logros de las actividades financiadas dentro del año del programa y evaluar el progreso del concesionario en el cumplimiento de las metas de un año descritas en el Plan de Acción Anual de CDBG y las metas a largo plazo descritas en el Plan Consolidado de CDBG.
- El CAPER también brinda a los concesionarios la oportunidad de evaluar la efectividad de sus programas..



Informe Anual de Rendimiento y Evaluación Consolidado(CAPER)



- El CAPER se presenta al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) dentro de los 90 días posteriores al final de su año programático.
- Año del programa de la ciudad de Newburgh: 1 de enero - 31 de diciembre.
- El CAPER debe ser presentado antes del 31 de marzo.



Informe Anual de Rendimiento y Evaluación Consolidado(CAPER)

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

- Requires a Requiere una audiencia pública y un período de comentarios públicos de 15 días.
- Presentado a HUD en línea a través del Sistema Integrado de Desembolso e Información o "IDIS".



Ciudad de Newburgh CDBG Programa - Actualización



- Los proyectos/actividades anuales del CDBG están impulsados por las Necesidades Prioritarias identificadas en el Plan Consolidado.
- También conocido como el "Plan Con" o "Plan Quinquenal".
- El Plan Consolidado está diseñado para ayudar a los estados y jurisdicciones locales a evaluar sus necesidades de vivienda asequible y desarrollo comunitario y las condiciones del mercado, y para tomar decisiones de inversión basadas en datos y en el lugar.



Ciudad de Newburgh CDBG Programa - Actualizamiento

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

Plan Consolidado Actual – Necesidades Prioritarias:

- Mejoras en la Infraestructura
- Desarrollo Economico
- Calidad de Vida
- Vivienda



AF2024: Año 3 del Plan de 5 Años 2020 - 2024



Resumen del AF2024

Proyectos/Actividades



AF2024 Proyectos/Actividades

- Vivienda
- Mejoras de Parques
- Calles Completas
- Servicios a Vecindarios
- Administración

AF2024 Proyectos/Actividades

Proyecto de Propiedades In Rem Necesidad Prioritaria Apoyada: Vivienda

Resumen:

- Salarios/beneficios para 3 empleados de la ciudad de Newburgh.
- Equipo de Propiedades In Rem mantuvo la habitabilidad de 28 propiedades residenciales devueltas a la Ciudad de Newburgh a través del proceso de ejecución hipotecaria.

Actividades incluyeron:

- Protección de Propiedades/Adición de Nuevas Cerraduras
- Mantenimiento de propiedades ligeras como siega, remoción de nieve, instalación de cubiertas de ventanas de madera contrachapada.

CDBG Fondos In Rem Property gastados en 2024: \$238,660.89



AF2024 Proyectos/Actividades

Proyecto de Asistencia a Propietario de Vivienda
Necesidad Prioritaria Apoyada: Vivienda

Resumen: Reemplazo de la línea de servicio de agua de emergencia con plomo / sin plomo, 2 propietarios

Actividades Incluyeron:

- Excavación de emergencia y reemplazo de líneas de servicio de agua.

CDBG Fondos de Asistencia a Propietario de Vivienda gastados en 2024: \$21,747.15



AF2024 Proyectos/Actividades

Proyecto de Mejoras del Parque

Necesidad Prioritaria Apoyada: Calidad de vida

Resumen: Proporcionar mejoras a los parques de la Ciudad de Newburgh.

Actividades Incluyeron:

- Proyecto de Chapoteo
- Desarrollo de las especificaciones de la licitación de construcción del lote “pequeño” del Parque Recreativo Delano Hitch.

CDBG Fondos de mejoras del parque gastados en 2024: \$31,888.60



AF2024 Proyectos/Actividades

Proyecto Calles Completas

Necesidad Prioritaria Apoyada: Infraestructura

Resumen: Proyectos para apoyar las actualizaciones para el acceso seguro a la calle / reconfiguración en la Ciudad de Newburgh.

Actividades Incluyeron:

- Se proporcionaron fondos igualitarios del proyecto para el proyecto de actualización de la acera de la ADA.

CDBG Fondos de Calles Completas gastados en 2024: \$21,091.24

AF2024 Proyectos/Actividades

Proyecto de Servicios Vecinales – Festival de Cine de Verano Necesidad Prioritaria Apoyada: Calidad de vida

Resumen: Servicios vecinales para proporcionar actividades de noches de cine de verano en la ciudad de Newburgh.

- Festival de Cine de Verano: Alcance a aproximadamente 1,000 asistentes de cine durante 6 semanas.
- La noche de cine incluye manualidades / actividades, comida al aire libre y juegos acuáticos.

CDBG Fondos de Servicios Vecinales para el Festival de Cine de Verano gastados en 2024 : \$52,332.29



AF2024 Proyectos/Actividades

Proyecto de Servicios Vecinales – Desarrollo de la Fuerza Laboral Necesidad Prioritaria Apoyada: Desarrollo Económico

Resumen: Actividades de Servicios Vecinales para proporcionar capacitación y contratación en el trabajo para los residentes de la Ciudad de Newburgh.

- Iniciativa de Desarrollo de la Fuerza Laboral: “Entrenamiento Below the Line” Capacitación de la fuerza laboral en el trabajo.

CDBG Fondos de Servicios Vecinales gastados para el desarrollo de la fuerza laboral en 2024: \$10,000.00



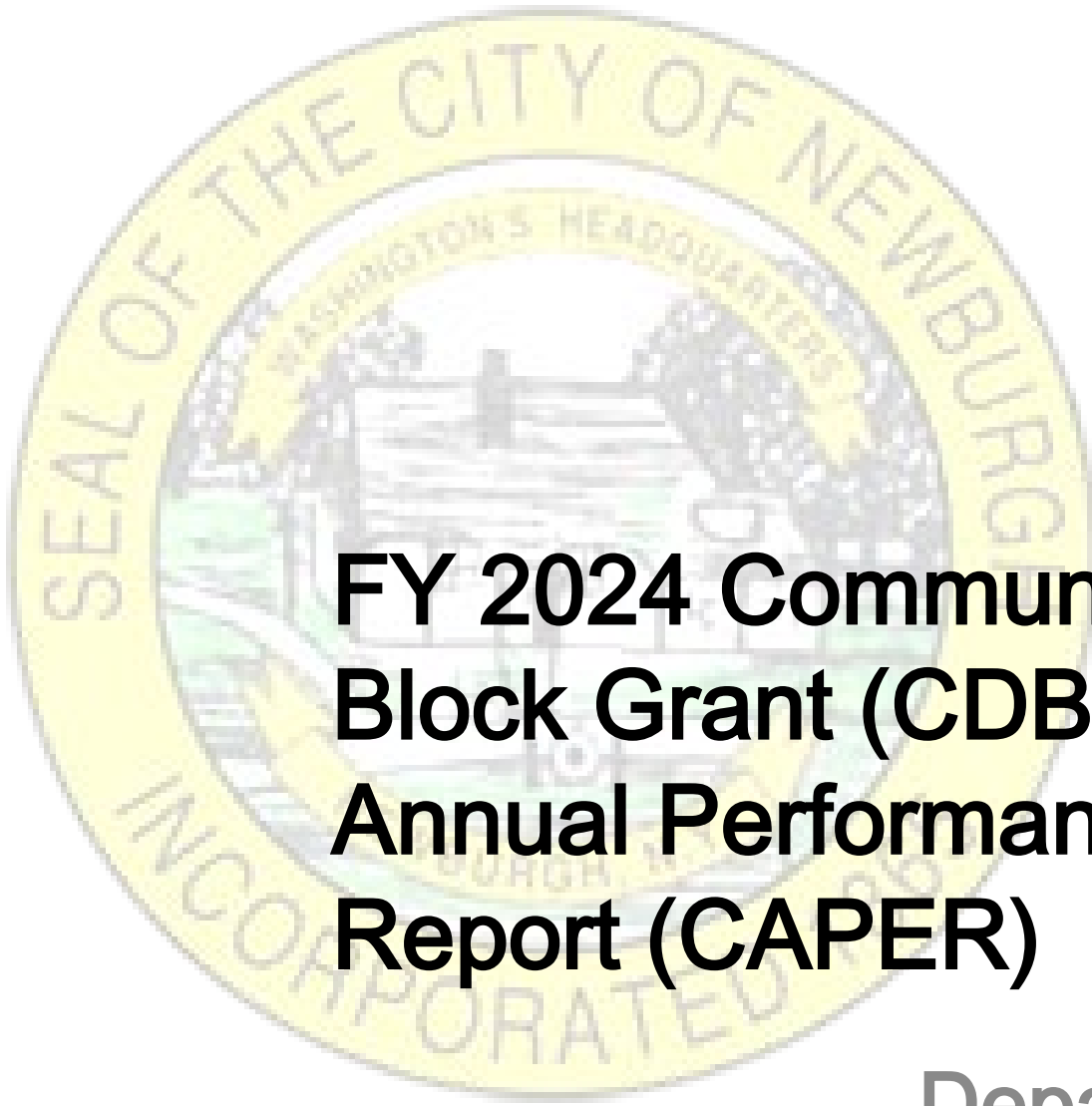
AF2024 Proyectos/Actividades

Administración

Resumen: Apoya las actividades administrativas para la Subvención en Bloque para el Desarrollo Comunitario, incluido el salario y los beneficios para el Director de Desarrollo Comunitario, así como los costos de aviso público y correo, interpretación y traducción al español.

CDBG Fondos de Administración gastados en 2024: \$150,298.97



The seal of the City of Newburg is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURG" in black. Inside this is a smaller yellow ring with "WASHINGTON'S HEADQUARTERS" in black. The center of the seal depicts a historical scene with a large building, a river, and a ship. The text "INCORPORATED 1866" is visible at the bottom of the inner circle.

FY 2024 Community Development Block Grant (CDBG): Consolidated Annual Performance and Evaluation Report (CAPER)

Department of Planning &
Development
March 2025



Consolidated Annual Performance and Evaluation Report (CAPER)



- The Consolidated Annual Performance and Evaluation Report (CAPER) is a report required as part of the Community Development Block Grant (CDBG) program.
- The primary purpose of the CAPER is to report on accomplishments of funded activities within the program year and to evaluate the grantee's progress in meeting one-year goals described in the CDBG Annual Action Plan and long-term goals described in the CDBG Consolidated Plan.
- The CAPER also provides grantees an opportunity to evaluate the effectiveness of their programs.



Consolidated Annual Performance and Evaluation Report (CAPER)



- The CAPER is submitted to the United States Department of Housing and Urban Development (HUD) within 90 days after the end of its program year.
- The City of Newburgh program year: January 1 – December 31.
- The CAPER must be submitted by March 31.



Consolidated Annual Performance and Evaluation Report (CAPER)

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

- Requires a 15-Day Public Comment Period.
- Submitted to HUD on-line through the Integrated Disbursement and Information System or “IDIS.”



City of Newburgh CDBG Program - Refresher

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

- Annual CDBG Projects/Activities are driven by Priority Needs identified in the Consolidated Plan.
- Also referred to as the “Con Plan” or “Five-Year Plan.”
- The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.



City of Newburgh CDBG Program - Refresher

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

Current Consolidated Plan – Priority Needs:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing

FY2024: Year 4 of the 5 Year Plan 2020 - 2024



Summary of FY2024 Projects/Activities



FY2024 Projects/Activities

- Housing
- Park Improvements
- Complete Streets
- Neighborhood Services
- Administration

FY2024 Projects/Activities

In Rem Property Project

Priority Need Supported: Housing

Summary:

- Salaries/Benefits for 3 City of Newburgh employees.
- In Rem Property Team maintained the habitability of 28 residential properties returned to the City of Newburgh through the foreclosure process.

Activities included:

- Securing properties/Adding New locks
- Light property maintenance such as mowing, snow removal, installation of plywood window covers.

CDBG In Rem Property funds spent in 2024: \$238,660.89



FY2024 Projects/Activities

Homeowner Assistance Project

Priority Need Supported: Housing

Summary: Construction Materials for Homeowner Repair Program
(Managed by Habitat for Humanity of Greater Newburgh)

Activities included:

- Roof materials

CDBG Homeowner Assistance funds spent in 2024: \$21,747.15



FY2024 Projects/Activities

Park Improvements Project

Priority Need Supported: Quality of Life

Summary: Provide improvements to City of Newburgh Parks.

Activities included:

- Splashpad Project
- Development of Delano Hitch Recreation Park “Tot” Lot construction bid specifications.

CDBG Park Improvements funds spent in 2024: \$31,888.60

FY2024 Projects/Activities

Complete Streets Project

Priority Need Supported: Infrastructure

Summary: Projects to support upgrades to safe street access/reconfiguration in the City of Newburgh.

Activities included:

- Provided project funds for ADA curb/sidewalk upgrade project.

CDBG Complete Streets funds spent in 2024: \$21,091.24

FY2024 Projects/Activities

Neighborhood Services Project – Summer Film Festival,
National Nigh Out

Priority Need Supported: Quality of Life

Summary: Neighborhood Services to provide summer movie nights activities in the City of Newburgh.

- Summer Film Festival: Outreach to approximately 1,000 film attendees over 6 weeks.
- Movie night includes crafts/activities, cookout and waterplay.
- National Night Out Activities.

CDBG Neighborhood Services funds for Summer Film Festival, National Night Out spent in 2024: \$52,332.29



FY2024 Projects/Activities

Neighborhood Services Project – Workforce Development Priority Need Supported: Economic Development

Summary: Neighborhood Services activities to provide on-the-job training and hiring for City of Newburgh residents.

- Workforce Development Initiative: “Below the Line Bootcamp” On-the-Job workforce training.

CDBG Neighborhood Services funds spent for workforce development in 2024: \$10,000.00



FY2024 Projects/Activities

Administration

Summary: Supports the Administrative activities for the Community Development Block Grant, including salary and benefits for the Director of Community Development, as well as public notice and mail costs, Spanish interpretation and translation.

CDBG Administration funds spent in 2024: \$150,298.97



RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE NEWBURGH COMMUNITY LAND BANK, INC.
IN THE AMOUNT OF \$4.00**

WHEREAS, the Newburgh Community Land Bank, Inc. was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank, Inc. is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, upon the request of the Newburgh Community Land Bank, Inc., this Council has determined that transferring title of the parcels on the attached Schedule A is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh approves the sale of the properties listed in Schedule A to the Newburgh Community Land Bank in the amount of \$4.00, and the City Manager is authorized and directed to execute and deliver a quitclaim deed and other documents necessary to effectuate the transfer to the Newburgh Community Land Bank, Inc.; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcels named in this resolution are not required for public use.

SCHEDULE A

<u>Property Address</u>	<u>SBL</u>	<u>2024 Assessed Value</u>
161 Lander Street	18-4-48	\$23,200.00
11 South Miller Street	30-1-24	\$68,700.00
47 Lutheran Street	29-3-10	\$63,000.00
302 Grand Street	10-2-29	\$42,400.00

NCLB Requested Properties, Amended April 2025

<u>Property Address</u>	<u>In Rem</u>	<u>Assessed Value</u>	<u>Proposed use</u>
90 Gidney Avenue (8-1-4): vacant mixed-use building (between two vacant MSMC-owned buildings – 236 Powell Avenue and 88 Gidney Avenue)	Y	\$ 179,600.00	stabilization/rehab- sale to local small landlord- or acquire adjacent buildings for bigger affordable housing project
126 Third Street – (18-9-12.12): vacant land	Y	\$ 6,100.00	buildable lot- new construction or side lot
161 Lander Street (18-4-48): vacant land	N	\$ 1.00	buildable lot- new construction or side lot
11 South Miller Street – (30-1-24): vacant 1-family building	N	\$ 1.00	rehab for homeownership (Legacy City Access Program and/or Land Bank Initiative)
15 South Johnston Street (36-5-9): vacant commercial shell building	Y	\$ 104,600.00	stabilization/develop as adaptive reuse
191 South Street (18-2-42): vacant land	Y	\$ 23,200.00	buildable lot- new construction or side lot
41 Lander Street (30-4-36): vacant land	Y	\$ 25,800.00	develop affordable homeownership with 35-37-39 Lander-
43 Lander Street (30-4-37): vacant land	Y	\$ 21,200.00	develop affordable homeownership with 35-37-39 Lander-
47 Lutheran Street (29-3-10): residential shell building on large lot	N	\$ 1.00	new construction
231 First Street (29-4-5): vacant 1-family building	Y	\$ 119,100.00	rehab as first time homebuyer opportunity
302 Grand Street (10-2-29): vacant land	N	\$ 1.00	new construction 40x175
68 Campbell Street (23-2-16): vacant land	Y	\$ 22,500.00	new construction
61 Campbell Street (SBL 23-7-4): vacant land	Y	\$ 4,400.00	parking and construction access for Restore NY project at 72,76 and 78 Lander Street

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE NEWBURGH COMMUNITY LAND BANK, INC.
IN THE AMOUNT OF \$506,500.00**

WHEREAS, the Newburgh Community Land Bank, Inc. was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank, Inc. is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, upon the request of the Newburgh Community Land Bank, Inc., this Council has determined that transferring title of the parcels on the attached Schedule A is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh approves the sale of the properties listed in Schedule A to the Newburgh Community Land Bank in the amount of \$506,500.00, and the City Manager is authorized and directed to execute and deliver a quitclaim deed and other documents necessary to effectuate the transfer to the Newburgh Community Land Bank, Inc.; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcels named in this resolution are not required for public use.

SCHEDULE A

<u>Property Address</u>	<u>SBL</u>	<u>2024 Assessed Value</u>
90 Gidney Avenue	8-1-4	\$179,600.00
126 Third Street	18-9-12.12	\$6,100.00
15 South Johnston Street	36-5-9	\$104,600.00
191 South Street	18-2-42	\$23,200.00
41 Lander Street	30-4-36	\$25,800.00
43 Lander Street	30-4-37	\$21,200.00
231 First Street	29-4-5	\$119,100.00
68 Campbell Street	23-2-16	\$22,500.00
61 Campbell Street	23-7-4	\$4,400.00

NCLB Requested Properties, Amended April 2025

<u>Property Address</u>	<u>In Rem</u>	<u>Assessed Value</u>	<u>Proposed use</u>
90 Gidney Avenue (8-1-4): vacant mixed-use building (between two vacant MSMC-owned buildings – 236 Powell Avenue and 88 Gidney Avenue)	Y	\$ 179,600.00	stabilization/rehab- sale to local small landlord- or acquire adjacent buildings for bigger affordable housing project
126 Third Street – (18-9-12.12): vacant land	Y	\$ 6,100.00	buildable lot- new construction or side lot
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68 Campbell Street (23-2-16): vacant land	Y	\$ 22,500.00	new construction
61 Campbell Street (SBL 23-7-4): vacant land	Y	\$ 4,400.00	parking and construction access for Restore NY project at 72,76 and 78 Lander Street

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2025**

WHEREAS, the County of Orange is once again offering a Summer 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 31 youth participants for positions in the Recreation Department, Code Compliance Bureau, Department of Public Works, and Water Department; and

WHEREAS, this Council finds that entering into an 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 Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2025.



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob

Director

Steven M. Neuhaus

County Executive

18 Seward Avenue, 1st Floor

Middletown, NY 10940

TEL: (845) 360-0325 • FAX: (845) 360-9303

E-MAIL: Kfabiano@orangecountygov.com

Lisa Halpern, Chair

Workforce Development Board

SUMMER YOUTH EMPLOYMENT PROGRAM 2025

The Summer Youth Employment Program is a vital opportunity for young people, providing them with valuable work experience, financial independence, and essential life skills. For many youths and their families, this program is more than just a summer job—it is a steppingstone toward future success, helping to build confidence, responsibility, and a sense of purpose.

Many families in the community are deeply grateful for the opportunities provided by the worksites. These sites not only offer employment but also mentorship, guidance, and a supportive environment where youth can grow personally and professionally. The impact of these experiences extends beyond the summer, shaping the future of young individuals in meaningful ways.

We strive to have worksites focus on key areas that provide much-needed support:

- *Empathy* – Understanding and supporting young workers fosters a sense of belonging and motivation.
- *Compassion* – Encouraging youth with kindness and guidance helps build their confidence and work ethic.
- *Patience* – Taking the time to mentor and teach young employees ensures they develop skills for long-term success.
- *Open-Mindedness* – Creating an inclusive and welcoming environment allows youth to explore their potential and thrive.

When we come together as a community to support and guide our youth, the impact is greater than we often realize. By providing opportunities and mentorship, we help shape their future and give them the confidence to succeed. We invite you to come on board and be a worksite, offering a place where young people can learn, grow, and feel welcomed into a supportive environment.

Sincerely,

Karina Fabiano

Employment Services Youth Coordinator

Orange County Employment and Training Administration



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

Lisa Halpern, Chair
Workforce Development Board

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 2025 Summer Youth Employment Program Worksites

FROM: Karina Fabiano, Employment Services Youth Coordinator

DATE: March 1st, 2025

RE: 2025 SUMMER YOUTH EMPLOYMENT & TRAINING PROGRAM WORKSITE APPLICATION

Applications can be downloaded at www.orangecountygov.com/eta

The Orange County Employment & Training Administration (OCETA) operates a state-funded Summer Youth Employment Program (SYEP) for economically disadvantaged youth between the ages of 14 and 20. The SYEP provides youth with 5 weeks of paid employment for **up to 30 hours per week**. **OCETA pays the youth participants wages.**

We are in the process of planning the 2025 Summer Youth Employment Program (SYEP). The program will tentatively run from Monday, July 7th, through Friday, August 8th. The participants will go through an intake interview and orientation before the Program begins. Once hired and placed at a worksite, they will be instructed to contact their worksite via the information provided on the Worksite Application.

If you are interested in serving as a worksite, please complete and return the application by **April 30th, 2025** by either:

Email to Karina Fabiano at kfabiano@orangecountygov.com
Or fax: (845) 360-9303

Worksites are selected based on a commitment to provide a learning-enriched employment experience for young workers. Worksites play a vital role in shaping the lives of youth, offering them opportunities to learn valuable skills, build confidence, and develop a strong work ethic. These spaces provide hands-on experience and inspire responsibility and a sense of purpose, preparing them to contribute meaningfully to society. We sincerely appreciate everyone who comes together to mentor, teach, and invest in our young people, fostering their growth into responsible, productive members of our shared future.

Please be advised that the Orange County worker compensation coverage insures all summer youth participants.

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

We hope to work with you this summer. Thank you in advance for your willingness to guide and nurture the County's developing workforce.

Orange County Employment & Training Administration
Karina A. Fabiano
Employment Services Youth Coordinator
18 Seward Ave, 1st Floor
Middletown, NY 10940
kfabiano@orangecountygov.com



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

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

Summer Youth Employment Program **Worksite Application 2025**

Agency's Legal Name (or D.B.A if applicable): _____

(proof of business license may be requested as needed)

Address _____

Phone Number _____ Fax _____ E-Mail _____

Proposal Prepared By: _____

Person to Contact (if different than above) _____

Phone Number _____ Fax _____ E-Mail _____

Summer Contact Person: _____

Phone Number _____ Fax _____ E-Mail _____

Total Number of YOUTH Requested _____

IMPORTANT INFORMATION

- **Participants can only work up to 30 hours per week (excluding lunch).**
- **Based on NY State Labor Laws, participants can take half hour or one hour of unpaid lunch.**
- **Participants cannot work more than 6 actual hours per day (not including lunch).**
- **Participants can work from 8:30AM to 5:00PM, Monday through Friday, but cannot exceed 30 hours per week. Please schedule their days/hours accordingly. Saturday possible upon discussion & approval.**
- **Participants cannot participate in any recreational field trips.**

Summer Youth Application 2025

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 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 any of the following prior to program startup (please check what applies)?

☐ Fingerprints/Criminal Background (to be paid/covered by worksite)

☐ Required Medical Clearance (paperwork to be provided by worksite)

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
(i.e. 9am-3pm)

Specific Days of Work
(i.e. Mon, Wed, Fri)

Address: _____

Supervisor's Name

Phone Number (s)

Email:

**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
(i.e. 9am-3pm)

Specific Days of Work
(i.e. Mon, Wed, Fri)

Address: _____

Supervisor's Name

Phone Number (s)

Email:

**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
(i.e. 9am-3pm)

Specific Days of Work
(i.e. Mon, Wed, Fri)

Address: _____

Supervisor's Name

Phone Number (s)

Email:

**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
(i.e. 9am-3pm)

Specific Days of Work
(i.e. Mon, Wed, Fri)

Address: _____

Supervisor's Name

Phone Number (s)

Email:

**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
(i.e. 9am-3pm)

Specific Days of Work
(i.e. Mon, Wed, Fri)

Address: _____

Supervisor's Name

Phone Number (s)

Email:

**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
(i.e. 9am-3pm)

Specific Days of Work
(i.e. Mon, Wed, Fri)

Supervisor's Name

Phone Number (s)

Email:

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 SYEP participants? _____
2. The agency is a bona fide non-profit organization operating on a Year-Round basis with verification of tax-exempt status. *(if applicable)* _____
3. **SYEP 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/harmful 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 YEP/SYEP? _____
If yes, when? _____

PLEASE NOTE

The program is scheduled to run from July 7th, 2025, to August 8th, 2025.

The following criteria must be met during programming:

- **All work locations must give access to be inspected and monitored by the SYEP staff at all times**
- **Worksite must complete the SYEP worksite agreement**
- **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.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC
FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH
AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS**

WHEREAS, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, Resolution No. 54-2018 of February 26, 2018, Resolution No. 46-2019 of February 25, 2019, Resolution No. 80-2020 of March 19, 2020, Resolution No. 102-2021 of April 26 2021, Resolution No. 127-2022 of May 23, 2022, Resolution No. 79-2023 of May 8, 2023, and Resolution No. 89-2024 of April 24, 2024, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2025 season; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between:

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

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 22 Shady Dell Drive, New Windsor, New York 12553 hereinafter called "Licensee".

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

ARTICLE 1: Term.

This Agreement shall run from May 24, 2025 to October 12, 2025.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

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

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated in the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

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

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

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

ARTICLE 4: Payment.

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

ARTICLE 5: Insurance.

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

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

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

property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this agreement.

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

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

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

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

ARTICLE 7: Permits and Regulations.

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

ARTICLE 8: Termination of the Agreement.

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

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

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

ARTICLE 9: Damages.

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

ARTICLE 10: Indemnity and Save Harmless Agreement.

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

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

ARTICLE 11: No Assignment.

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

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or

otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

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

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

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
22 Shady Dell Drive
New Windsor, New York 12553
(845)

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

ARTICLE 14: Waiver.

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

ARTICLE 15: Modification:

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

Remainder of this page intentionally left blank

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

THE CITY OF NEWBURGH

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

MOUNTAIN VALLEY GUIDES LLC

By: _____
Bill Garrison

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DAVID TRUONG
City Comptroller

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED
AN ORANGE COUNTY WATER AUTHORITY
LEAK DETECTION SURVEY PROGRAM GRANT
TO SUPPORT THE WATER DEPARTMENT LEAK DETECTION PROGRAM**

WHEREAS, the City of Newburgh intends to apply for an Orange County Water Authority ("OCWA") Leak Detection Survey Program grant for the purpose of expanding and improving the Water Department's leak detection program; and

WHEREAS, the OCWA grant requires a no match from the City of Newburgh; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to apply for and accept the grant, if awarded;

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 an Orange County Water Authority Leak Detection Survey Program grant, with no City match required, for the purpose of expanding and improving the Water Department's leak detection program 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.

Dear Mayors and Supervisors,

With support from the Orange County Legislature, we are pleased to announce the Orange County Water Authority has once again allocated funding in 2025 to support municipalities throughout Orange County, NY in their efforts to conserve and protect their water through leak detection surveys at no cost to municipalities.

Applications are being accepted through Wednesday, April 30, 2025.

Leak detection is the easiest and most cost-effective water conservation and money saving tool at our disposal. An undetected water main leak may waste thousands of gallons of treated water every day before it is found and repaired. In 2023, our program detected 177 leaks losing 613,336 gallons per day in 23 of the 29 participating municipalities. Once leaks were repaired, estimated savings were approximately \$1,797,023 each year. OCWA is concurrently soliciting contractors through a competitive process to provide this service.

To request a leak detection survey of your municipal water supply system or a portion thereof, please complete the online **2025 Leak Detection Program Application** (see link below) by the deadline. Please note funding is limited. Mileage surveyed in each municipality may vary depending on the number of municipalities that apply, total mileage requested, and cost per mile set by the selected contractor. Municipalities also have the option to utilize their own contractor and seek reimbursement up to OCWA's selected contractor's rate per mile. All surveys must be completed and invoiced for by December 31, 2025.

We are looking forward to working with you. Should you have any questions, please feel free to contact me at 845-615-3868 or ocwa@orangecountygov.com.

CLICK HERE TO APPLY ONLINE. If you are unable to apply online, please call the office to make other arrangements.

Please note you will need to know the following details in order to complete the application (one application per municipality):

Applicant (mayor/supervisor name, phone, email)

Authorized contact (name, title/company, phone, email)

Municipal water system info (miles of water mains, miles to be surveyed, if any leaks known, and rate \$ per 1000 gallons)

Signer must have authorization to submit on behalf of the municipality

Enika Cruz

Administrator

RESOLUTION NO.: ____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2026 POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$49,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2026 Police Traffic Services Program Grant in the amount of \$49,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization, and to cover costs of attending the 2026 Walk, Bike & Roll NY Symposium; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2026 Police Traffic Services Program Grant in an amount not to exceed \$49,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A
NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES
STATEWIDE TARGETED REDUCTIONS IN INTIMATE PARTNER VIOLENCE
("STRIVE") PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$135,000.00
FOR THE PERIOD MARCH 1, 2025 TO MARCH 31, 2026**

WHEREAS, the City of Newburgh wishes to apply for and accept a New York State Division of Criminal Justice Services Statewide Targeted Reductions in Intimate Partner Violence ("STRIVE") Program Grant Award in an amount not to exceed \$135,000.00; and

WHEREAS, the STRIVE Grant Program provides funding to law enforcement and other partnering agencies in 20 counties identified through a comprehensive analysis of intimate partner violence data during the period 2018 to 2023 for the purpose of reducing intimate partner violence; and

WHEREAS, the STRIVE Program funding shall be for the period beginning March 1, 2025 and ending March 31, 2026; and

WHEREAS, the City of Newburgh will use the funding for training, overtime costs, public awareness, community engagement and supporting the Program with partnering agency, Fearless for the purpose of reducing intimate partner violence in the City of Newburgh; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to apply for and accept if awarded a New York State Department of Criminal Justice Services Statewide Targeted Reductions in Intimate Partner Violence ("STRIVE") Program Grant in an amount not to exceed \$135,000.00 for the period beginning March 1, 2025 and ending March 31, 2026 to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR POLICE CHIEF,
AS MANAGER'S DESIGNEE, TO EXECUTE AN INTER-MUNICIPAL AGREEMENT
WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH
PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD
OF MARCH 10, 2025 TO JANUARY 1, 2026 AND TO ACCEPT AN AWARD NOT TO
EXCEED \$3,394.00 FOR THE FIRST ENFORCEMENT PERIOD OF 2025
(MARCH 10, 2025 – JUNE 1, 2025)**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 10, 2025 and ending January 1, 2026; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 10, 2025 through June 1, 2025, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – July 1, 2025 through September 2, 2025, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – November 10, 2025 through January 1, 2026, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$3,394.00; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2025 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement 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, or Police Chief, as Manager's designee, be and he is hereby authorized

to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period March 10, 2025 through January 1, 2026 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed \$3,394.00 for the First Enforcement Period of 2025 (March 10, 2025 through June 1, 2025); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager, or Police Chief as Manager's designee, be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 1, 2025 through September 2, 2025) and Third Enforcement Period (November 10, 2025 through January 1, 2026) covered by the 2025 STOP-DWI Agreement; and to execute all necessary documents to receive and comply with the terms of such Agreement and to carry out the program funded thereby.

RESOLUTION NO.: _____-2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE SALE OF A POLICE DOG
TO POLICE OFFICER PHILLIP MUGNANO**

WHEREAS, by Resolution No. 174-2014 of July 14, 2014, the City Council of the City of Newburgh adopted a Surplus Property Disposition Policy and Procedure; and

WHEREAS, Section V of the Surplus Property Disposition Policy and Procedure provides that surplus police dogs shall be sold at private sale as set forth in Section 97-3(B) of the Code of Ordinances of the City of Newburgh; and

WHEREAS, a police dog named “Diesel” has been retired and is no longer in service to the City of Newburgh Police Department and this Council finds that selling the police dog to the police officer handler is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the attached agreement between the City of Newburgh and Police Officer Phillip Mugnano for the purchase of a police dog named “Diesel” be and the same is hereby approved and the City Manager is authorized and directed to sign the same.

THIS AGREEMENT, made this _____ day of _____, two thousand twenty-five
BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation of the State of New York,
hereinafter called the "Seller," and

PHILLIP MUGNANO, residing at _____, New York,
hereinafter called the "Purchaser."

WITNESSETH

WHEREAS, the City of Newburgh has no further use for the dog Diesel and is willing to
sell, assign and transfer ownership of said dog Diesel to Police Officer Phillip Mugnano, the above-
named purchaser; and

WHEREAS, Phillip Mugnano is willing to purchase and care for and take title to said dog
Diesel.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein
contained, the parties hereto do hereby agree as follows:

1. That the Seller, the City of Newburgh, hereby transfers the title to the police work dog
Diesel to the Purchaser, Phillip Mugnano, for the sum of One (\$1.00) Dollar.
2. That the Purchaser hereby agrees that he will not use the terms police work dog, police
dog, police canine or the City of Newburgh Police Department in any manner, shape
or form.
3. The Purchaser hereby further accepts full responsibility for any and all injuries and/or
damage that said dog Diesel may cause or inflict upon any person, persons or property
from the effective date of this Agreement.
4. The Purchaser further agrees that in the event that any claim or action is brought or
made against the City of Newburgh by reasons of any act of said dog from the effective
date of this Agreement, he will personally save the City of Newburgh harmless for any
loss, cost or expense that the City may have, including reasonable attorney's fees, as a
result of any claim or action brought against the City of Newburgh or any of its
departments for an injury or damage the said dog Diesel may cause.

Remainder of this page intentionally left blank

PURCHASER

BY: _____
PHILLIP MUGNANO

DAVID TRUONG
Assistant Comptroller

On the _____ day of _____ in the year 2025, 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.

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared PHILLIP MUGNANO, 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.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH FARO TECHNOLOGIES INC.
FOR 3D SCANNER PRODUCTS AND RELATED SERVICES
IN THE AMOUNT OF \$102,683.00**

WHEREAS, the City duly advertised for bids in Solicitation No. 2.25 for 3D scanner products and related services; and

WHEREAS, the City duly received and opened one (1) bid response, and FARO Technologies Inc. was determined to be the lowest responsible bidder with a total bid amount of \$102,683.00; and

WHEREAS, the cost for the equipment and services will be derived from CG.3120.0200.3350.2025 - NYS DCJS Technology Program Grant Equipment; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to award the bid and enter into a contract with Drone Nerds Inc. for drone products and related services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for 3D scanner products and related services be and is hereby awarded to FARO Technologies Inc., for the amount not to exceed \$102,683.00 and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and FARO Technologies Inc., with an office address of 125 Technology Park, Lake Mary, Florida 32746 ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #2.25 (the "Solicitation") seeking proposals from qualified and experienced bidders with the capability of providing 3D scanners, accessories, software, product warranties, and technical and mechanical support services as set forth in the Solicitation; and

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, as the same was amended through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was the lowest responsible and responsive bid to the Solicitation; and

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

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

1. APPENDICES AND ATTACHMENTS

- 1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #2.25, Section 2

Schedule B – Pricing Matrix, including warranty and service terms and conditions

2. SCOPE OF SERVICES

- 2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter “Services”), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Services as reasonably anticipated based on the applicable Scope of Work.
- 2.2. Contractor will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

3. RATES AND FEES

- 3.1. For the Services described in **Schedule A**, Contractor shall be entitled to charge rates and fees as set forth in **Schedule B**.
- 3.2. Contractor may not charge more than rates and charges set forth in **Schedule B**.
- 3.3. 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.
- 3.4. For any additional services proposed or requested, the compensation to be paid will be identified in a supplemental Contract as applicable.
- 3.5. Payments under this Contract 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.
- 3.6. At the conclusion of work on a project, Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as ‘FINAL INVOICE’.

-
- 3.7. 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 Contract. 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.

4. TERM

- 4.1. This Contract will commence on the Effective Date and will continue until the end of the service period for technical and mechanical problems as set forth in **Schedule B**, or terminated in accordance with Section 9.

5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

- 5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Services;
 - 5.1.2. Use industry and proprietary tools and data for the provision of Services that are generally accepted as suited in the industry;
 - 5.1.3. Comply with all applicable laws in connection with its performance of Services hereunder;
 - 5.1.4. Comply with all reasonable directions regarding the Services communicated to it from time to time by the City;
 - 5.1.5. Keep confidential materials that are in its possession or control safe and secure;
 - 5.1.6. Deliver all Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.
- 5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform the Services will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

6. CONFIDENTIAL INFORMATION

- 6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.
- 6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

7. WORK PRODUCT

- 7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.
- 7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.
- 7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.
- 7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.
- 7.5. 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.
- 7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract 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.

8. KEY INDIVIDUALS AND ASSOCIATES

- 8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.
- 8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Services. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.
- 8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

9. TERMINATION

- 9.1. The City may terminate this Contract or suspend or abandon Services upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Services. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in 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 Contract.
- 9.2. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:
 - 9.2.1. The sum due under Section 3 (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.
 - 9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.
- 9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of

any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

10. INSURANCE AND RISK MANAGEMENT

- 10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 10.2. 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 Contract. This provision shall survive the expiration or termination of this Contract.
- 10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.
- 10.4. 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:

- 10.4.1. 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.

- 10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.
- 10.4.3. Products liability insurance in the amount of \$1,000,000 in the general aggregate.
- 10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of \$1,000,000 in the general aggregate.

-
- 10.5. 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.
 - 10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.
 - 10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.
 - 10.8. 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.
 - 10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
 - 10.10. Contractor shall notify the City in writing of any material change in insurance coverage.
 - 10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
 - 10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
 - 10.11.2. 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.
 - 10.11.3. 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.
 - 10.11.4. 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.
 - 10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
 - 10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.
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- 10.14. 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.
 - 10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.
 - 10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.
 - 10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its insurance companies shall have no right of subrogation against the City on account of this release.

11. MISCELLANEOUS

- 11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.
- 11.2. 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 Contract.
- 11.3. Contractor certifies compliance with providing a drug-free workplace.
- 11.4. 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 Contract, 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 Contract. For breach or violation of this warranty, the City shall have the right to annul this

Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 11.5. 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 Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, 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 Contract 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 Contract without such consent in writing of the City.
- 11.8. 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 Contract page.
- 11.8.1. Notice served upon the City shall be delivered to:
- City of Newburgh
attn.: City Manager
83 Broadway
Newburgh, New York 12550
- 11.8.2. Notice served upon Contractor shall be delivered to:
- FARO Technologies Inc.
125 Technology Park
Lake Mary, Florida 32746
- 11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 11.10. 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 Contract. 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.

- 11.11. This Contract 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.
- 11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Contract may be amended by mutual consent of the parties hereto in writing.
- 11.13. This Contract 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.
- 11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

- 12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:
 - 12.1.1. No federal or state 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 or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
 - 12.1.2. If any funds other than federal or state 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 or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 12.1.3. 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):

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

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

12.1.3.3. Does not have a proposed debarment pending; and

12.1.3.4. 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]

Signature Page
Contract for 3D Scanners, et al.
City of Newburgh with FARO Technologies Inc.

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

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager / CEO

DATED: _____, 2025 FARO TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____

Acknowledgment Page
Contract for 3D Scanners, et al.
City of Newburgh with FARO Technologies Inc.

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

On the ____ day of _____, in the year 2025, 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 2025, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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

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[Schedules to Follow]



2. Specifications: 3D Scanner, Accessories, Software, Support, and Training

A. 3D Scanner, Accessories, and Software:

1. FARO Focus Premium Scanner - 1X Focus Premium scanner head, 1X Status Indicator, 1X Quick Release, 1X Power Block Battery, 1X Battery Power Dock, 1X Power Supply, 1X 64GB High Speed SD Card and Reader, 1X rugged transport case, 1X calibration certificate, 1X quick start guide, manufacturer warranty
2. Power Block Battery - ACCS-PWR-0014
3. Standard Carbon Fiber Tripod - ACCSS8032
4. FARO SCENE Software - 4 Years - Licenses and maintenance
5. FARO Zone 3D Expert – 4 Years
6. 80mm Koppa Target Set
7. 200 mm Koppa Target w/Tripod Mount Kit
8. FARO Freestyle 2.5 Kit - Handheld Scanner - Kit shall include On-site calibration plate, magnetic kit for mobile phone, USB cable, One (1) battery, power charger, high speed USB stick, targets kit, optical cleaning cloth, quick start guide, rugged transport case.
9. Mobile Phone - High-end Smartphone - Compatible with FARO Cobalt Detail 3D.
10. Focus S Battery Power Block - Power block battery for Focus laser scanner and Freestyle

B. Support

1. Complete Care Package for Scanner - 4 Years - Complete care coverage for scanners, to include parts and labor for any repairs, annual cleaning, and calibration. Maximum 14 days turn around.
2. Minimum Warranty - 4 years - Includes parts, labor and annual cleaning and calibration. 14 days turn around.

C. Training

1. Custom On-Site Training - Setup, applications, review with ALL applicable hardware and software. Max of 6 persons.
2. On-Site Training - Complete training on applications and general use. Max of 6 persons.
3. Zone Onsite Training - Comprehensive training. Max of 6 persons.
4. Training is to commence no later than 30 days after contract signing.
5. The number of hours required for training will be determined solely by the City of Newburgh, based on when all level of comfortability with the products and services. There will be no set minimum or maximum training hours.
6. All training will occur at the City of Newburgh Police Department Headquarters, 55 Broadway, Newburgh, NY 12550.

Schedule B to Contract

13. Submittal Form A – BID

3D Scanner, Accessories, and Software

Quantity	Item Description	"Or Equal" Item Description	Unit Price	Amount
1	FARO Focus Core (100m) Scanner - 1X Focus Premium scanner head, 1X Status Indicator, 1X Quick Release, 1X Power Block Battery, 1X Battery Power Dock, 1X Power Supply, 1X 64GB High Speed SD Card and Reader, 1X rugged transport case, 1X calibration certificate, 1X quick start guide, manufacturer warranty		\$41,790	\$41,790
1	Power Block Battery - ACCS-PWR-0014		\$580	\$580
1	Standard Carbon Fiber Tripod - ACCSS8032		\$1,235	\$1,235
1	FARO SCENE Software - 4 Years - Licenses and maintenance		\$5,558	\$5,558
1	FARO Zone 3D Expert – 4 Years		\$5,016	\$5,016
1	80mm Koppa Target Set		\$1,159	\$1,159
1	200 mm Koppa Target w/Tripod Mount Kit		\$3,088	\$3,088
1	Certified Pre-owned (CPO) FARO Freestyle 2 Core Kit - Handheld Scanner - Kit shall include On-site calibration plate, magnetic kit for mobile phone, USB cable, One (1) battery, power charger, high speed USB stick, targets kit, optical cleaning cloth, quick start guide, rugged transport case.		\$10,878	\$10,878
1	Mobile Phone - High-end Smartphone - Compatible with FARO Cobalt Detail 3D.		\$826	\$826
1	Focus S Battery Power Block - Power block battery for Focus laser scanner and Freestyle		\$580	\$580
			Total	\$70,710

Company: _____ Phone # _____ Email _____

Submitted By _____
Signature of Authorized Representative

Printed Name/Title/Date _____

Date _____

14. Submittal Form B – BID - Support

Quantity	Item Description	"Or Equal" Item Description	Unit Price	Amount
1	Complete Care Package for Scanner - 4 Years - Complete care coverage for FOCUS Premium scanner, to include parts and labor for any repairs, annual cleaning, and calibration. Maximum 14 days turn around.		\$11,115	\$11,115
1	FARO FREESTYLE Complete Care - 4 years - Includes parts, labor and annual cleaning and calibration. 14 days turn around.		\$3,990	\$3,990
			Total	\$15,105

15. Submittal Form C – BID - Training

The number of hours required for any training will be determined based on when all police trainees have been thoroughly trained. There will be no set minimum or maximum training hours.

For bidding purposes, indicate the hourly training rate.

Quantity	Item Description	"Or Equal" Item Description	Hourly Rate Total Amount
1	Custom On-Site Training - Setup, applications, review with ALL applicable hardware and software, including FARO Scene and FARO Zone 3D Expert. Max of 6 persons.		\$9,130
1	FARO Freestyle On-Site Training - Complete training on applications and general use. Max of 6 persons.		\$2,878
1	FARO Zone Onsite Training - Comprehensive training. Max of 6 persons.		\$4,860

Total: \$16,868

Company: FARO Technologies, Inc Phone # Email

Submitted By

Signature of Authorized Representative

Printed Name/Title/Date

Date

Schedule B Rider to Contract

This Rider to Schedule B is hereby incorporated into the Contract between the City of Newburgh (“City”) and FARO Technologies, Inc. (“FARO”). The purpose of the Rider is to clarify certain conditional language submitted by FARO in its bid submission dated February 19, 2025. The conditional language in its original form can be found on page 9 of FARO’s bid, and further outlined as items (a) through (i). The terms and language contained in this Rider shall supercede any conditional language in FARO’s bid. To the extent that any language is inconsistent between the Contract and this Rider, the language in this Rider shall prevail.

- a. Fulfillment of this order is not subject to acceptance or audit procedures of the actual products. Acceptance of the order shall be deemed automatic upon FARO’s issuance of a calibration certificate for each product. The City shall retain full inspection rights and warranty protection.
- b. With the exception of usage rights necessary for use, all intellectual property remains with FARO, which shall include a prohibition on reverse engineering of any FARO products.
- c. Most-Favored-Nation principles shall not apply to this Contract.
- d. FARO shall have sole discretion to decide on any changes to specification or manufacturing processes of its products sold in the future.
- e. FARO shall not be required to provide a performance or warranty bond in connection with this Contract.
- f. In the event of a product defect, FARO reserves the right to inspect the defective product and determine the appropriate repair method for warranty claims. Warranty replacements will be provided at FARO's technical discretion based on an evaluation of the product. All warranty repair work will be performed at FARO's repair facility, with shipping costs being borne by FARO.
- g. All FARO warranties shall last for 1 year from the date of product delivery absent the purchase of a service plan.
- h. FARO offers a late delivery compensation of 3% per week up to a maximum of 10% of the order value. The City and FARO shall mutually agree upon a delivery date, and any late delivery compensation shall be based off of the agreed-upon delivery date.
- i. To the extent legally permissible, indirect and consequential damages are excluded from FARO's liability under the Contract. FARO's indemnification obligations to the City shall be limited to: (i) third-party claims; and (ii) direct claims by the City.

Hardware Service Plans

By keeping your service plan current and active, you will gain peace of mind knowing that repair and service costs are completely covered. Additionally, you will have access to our 24x7 self-help Knowledge Base, our personalized FARONow! portal, priority repair and service, and FARO® certified customer support from experienced agents during normal business hours.

FARO is focused on providing competitive service plans tailored to maximize uptime and lower the total cost of ownership over your device's lifespan. Service plan contracts at point of sale are offered in 1, 2, 3, 4, and 5-year terms. Service plan renewals are offered in 1 and 3-year terms.



Be sure to discuss the service plan right for you with your account representative.

Service Plan Options at a Glance

Here is what is included in each hardware service plan offered by FARO.

	Manufacturer's Standard INCLUDED	AVAILABLE TO UPGRADE FROM MANUFACTURER'S STANDARD Ultimate Uptime	Complete Care	Basic Care
Technical Support and Self-Help Knowledge Base	✓	✓	✓	✓
Embedded Software and Driver Updates*	✓	✓	✓	✓
Parts	✓	✓	✓	✓
Labor	✓	✓	✓	✓
Shipping From FARO to You**	✓	✓	✓	✓
1 Annual Calibration***	ARRIVES CALIBRATED	✓	✓	
Shipping From You to a FARO Service Center**		✓		
Loaner During Repairs and/or Calibration		✓		

Extend your peace of mind and consider purchasing our new **Extended Care** offerings. Extended Care provides customers with a service contract beyond 7 years from your hardware ship date.

*Embedded Software Updates refer to the onboard firmware of the hardware device and do not include standalone licensed software products.

**Shipping charges exclude custom brokerage fees, duties, taxes, and VAT. Shipping charges to a FARO Service Center will be covered if the unit fails within 90 days of a repeat service or the initial ship date.

***For warranties that include calibrations, calibrations need to be scheduled to arrive at FARO Service Center within the life of the warranty.

Note: Misuse, abuse, wear and tear, environmental or natural disasters, and other unwarranted damages are not covered by any warranty plan.

Manufacturer's Standard Warranty

Available for all hardware products.

Automatically included with purchase of any FARO hardware product at no additional cost. This warranty plan includes the following coverage:

- Free technical support: email, phone, and self-help knowledge base
- Parts, labor, and return shipping charges*
- Multi-point checkup with any service
- The warranty coverage is specific to the device purchased and begins once the unit is shipped

Basic Care

Available for all hardware products.

This plan allows you to extend the benefits of the Manufacturer's Standard Warranty without an annual calibration and certification.

- Includes Repair Parts and Labor
- Shipping from FARO to You*

** Shipping charges exclude custom brokerage fees, duties, taxes, and VAT.*

> Keep Your Service Plan Current

If your service/warranty plan is ending soon, or already expired, it's quick and easy to get back under an active plan. Our Service Plan options provide you with peace of mind and predictable cost of ownership.

Extended Care allows you to extend your service plan beyond 7 years from your product ship date. Extended plans are offered in 1-year terms.

You can set up renew plans and more through our FARONow! customer service portal.

Complete Care

Available for all hardware products.

This plan allows you to keep your system certified and performing, with no unexpected repair costs. It may be purchased to extend the benefits of the Manufacturer's Standard Warranty during the first year or upon expiration. It includes these benefits when purchased at the point of sale or before the device's current service plan/warranty expiration date.

- Includes everything in the Basic Care Plan
- One annual cleaning, calibration, and re-certification with every year of warranty purchased

Ultimate Uptime

Available for all hardware products.

This plan allows you to minimize downtime by providing a loaner during all repairs and calibration. This plan may be purchased at any time to upgrade any active service plan/warranty, including Manufacturer's Standard, or to extend any existing warranty upon expiration.

- Includes everything in the Complete Care Plan
- Shipping charges to and from the factory**
- Loaner device shipped the next business day for all services, including repair, annual cleaning, calibration, and re-certification

***EMEA customers located outside the EU may incur an additional yearly fee.*

FARONow! personalizes your experience and allows you to:

- Choose the asset(s) you want to renew
- Track your unit during certification
- Access it anywhere, anytime, with any device
- Have more immediate information and support

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.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/13/23
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14th day of Nov 20 23

Katrina Cotten
Deputy City Clerk

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH ALPINE SOFTWARE, INC.
FOR REDALERT RECORDS MANAGEMENT SYSTEM
PERSONNEL, EQUIPMENT AND FIRE DATA REPORTING SOFTWARE
AND SERVICES FOR THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, by Resolution No. 132-2021 of May 24, 2021, the City Council approved an agreement with Backdraft OpCo, LLC d/b/a Emergency Reporting subscription-based data reporting software and related services and equipment for the City of Newburgh Fire Department to replace Firehouse software before it became obsolete; and

WHEREAS, the U.S. Fire Administration is changing fire reporting format and Backdraft OpCo, LLC d/b/a Emergency Reporting will not be making the transition after December 2025 which requires the Fire Department to move to a new platform and vendor; and

WHEREAS, Alpine Software, Inc. offers the RedAlert Records Management Software System in a subscription-based package to assist fire agencies for analyzing and reporting personnel, equipment and other fire related data and will integrate with new scheduling software to improve efficiency and effectiveness; and

WHEREAS, the cost for the software, services, equipment and training in the initial year is \$5,540.00 and such funding shall be derived from A.3412.0448.0008; and

WHEREAS, the City Council finds that entering into such a contract with Alpine Software, Inc for the subscription-based data reporting software and related services 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Alpine Software, Inc, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based data reporting software and related services and equipment to the City of Newburgh Fire Department.

ALPINE SOFTWARE INC.

PO BOX 281
PITTSFORD, NY 14534

(585) 264-9080

Software as a Service End User License Agreement

Customer: City of Newburgh Fire Department

Product: RedAlert Records Management System

Platform: RedNMX

Effective Date: July 1, 2025 (First invoice issued on this date)

Pricing: Pricing is shown in Exhibit A

Contract Deadline: This agreement must be signed by May 31, 2025, to remain valid.

LICENSE

Alpine Software Inc. (ALPINE) grants to the **City of Newburgh Fire Department** CUSTOMER) a nonexclusive nontransferable access to the RedAlert™ Records Management Software System (SOFTWARE). ALPINE will deliver and implement the SOFTWARE. The CUSTOMER will not acquire any ownership rights to the SOFTWARE or any SOFTWARE trademark or service mark and all rights to the SOFTWARE will remain the property of ALPINE. The CUSTOMER may not in any way transfer its right to use the SOFTWARE to others. Any backup or archive copies allowed by law shall carry the ALPINE name, the trademark, and all copyright notices, both in digital form within the medium and on a human readable label. All such notices shall be the equivalent of notice provided on the original media. ALPINE permits Client to access and use, subject to this Agreement, for the Term as specified, the object code of the ALPINE software application. The licensed SOFTWARE will be made available to the CUSTOMER during the Term of the Agreement. This Agreement does not constitute a perpetual license grant of the SOFTWARE to the CUSTOMER.

PROTECTION

The CUSTOMER will not disclose or otherwise make the SOFTWARE or related material, the terms of this Agreement or other confidential materials or information of ALPINE available, except to its authorized personnel and to other authorized persons in confidence only for purposes related to the use of the SOFTWARE by the CUSTOMER. All members, employees and authorized personnel of CUSTOMER shall be entitled to use the SOFTWARE. The CUSTOMER will use its best efforts to prevent any unauthorized use of the SOFTWARE. The CUSTOMER may NOT reverse engineer, decompile, disassemble, rent or lease the SOFTWARE.

WARRANTY

ALPINE warrants to the CUSTOMER that the SOFTWARE will perform the functions described in the SOFTWARE user manuals provided by ALPINE to the CUSTOMER. ALPINE does not warrant that the SOFTWARE is error free. ALPINE'S obligation to remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE is described in detail in the Annual Service Agreement. ALPINE warrants that it is the rightful owner of the software and that it has the right to license the software to CUSTOMER.

TAX EXEMPTION CERTIFICATE

CUSTOMER will provide a State Tax Exemption certificate to ALPINE.

DAMAGES AND LIMITATION OF LIABILITY

ALPINE'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO MONEY DAMAGES, WHICH SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LICENSE GRANTED HEREUNDER. IN NO EVENT SHALL ALPINE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF LIFE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN IF ALPINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PATENT AND COPYRIGHT INFRINGEMENT

If any action is brought against CUSTOMER based on a claim that CUSTOMER'S use of the SOFTWARE infringes a United States Patent or Copyright or a trade secret of a third party, ALPINE will defend such action at its expense and pay the costs and damages awarded in any such action. ALPINE shall have the sole control of the defense of any such action and all negotiations for its settlement are compromised. CUSTOMER shall be obligated to notify ALPINE, in writing, of any such action.

DATA

All fire department data in the CUSTOMER'S RedNMX System with remain the property of the CUSTOMER. This data is considered confidential. At any time, the CUSTOMER can request a copy of their data. If the CUSTOMER decides not to continue their relationship with ALPINE, the CUSTOMER still owns the data and ALPINE will provide a copy of it.

3RD PARTY DATA

The SOFTWARE may contain data originally produced and compiled by the U.S. Department of Transportation and/or other U.S. government agencies. ALPINE MAKES NO WARRANTIES CONCERNING AND SHALL NOT BE LIABLE FOR ANY ERROR OR OMISSIONS ON THE PART OF U.S. GOVERNMENT EMPLOYEES OR AGENTS WITH RESPECT TO SUCH DATA.

TERM & TERMINATION

ALPINE may suspend performance and may terminate this Agreement and the license granted if the CUSTOMER fails to make payment of the license fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this Agreement if ALPINE breaches its obligations hereunder. Upon termination of this Agreement, ALPINE may require the CUSTOMER to cease using the SOFTWARE and to promptly deliver the SOFTWARE and related material to ALPINE. Termination of this Agreement will not relieve the CUSTOMER from complying with the restrictions contained herein.

The Initial Term of this Agreement is for five (5) years from the Effective Date. The Agreement will automatically renew for another five (5) year Term (the "Renewal Term" and together, with the Initial Term, the "Term") unless notice is provided by ALPINE or CUSTOMER sixty (60) days in advance of the Initial Term. Annual subscription price will increase each year during the Term of the Agreement by three percent (3%).

PAYMENT TERMS

All fees charged to the CUSTOMER will be paid in U.S. dollars. Payment for the first year of the Initial Term (the "Year One Payment") is due thirty (30) days after the Effective Date. Payment for subsequent years during the Initial Term and Renewal Term are due on the annual anniversary of the Year One Payment. For the avoidance of doubt, if the Effective Date is November 30th, 2023 the Year One Payment is due on December 30, 2023. Payment for the second year of the Term would be due on December 30, 2024.

PRODUCT SUBJECT TO LICENSE

The **City of Newburgh Fire Department** (CUSTOMER) has acquired a nonexclusive nontransferable license for the use of the RedAlert™ Records Management Software System (SOFTWARE).

MAINTENANCE SERVICES AND SUPPORT

ALPINE will remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE. ALPINE will receive determined errors in writing from the CUSTOMER and will provide solutions that address the correction of program errors and malfunctions of the SOFTWARE. Maintenance services do not include standard operating supplies, tapes, paper forms, cables, etc. Client must provide its own computer supplies required for normal operations. Maintenance services do not include access to new programs or additional modules not described as included in Exhibit A, but does include updates, upgrades and enhancements only to the SOFTWARE for the applicable subscribed to modules. Maintenance services do not include design or changes of forms or reports, custom modules, custom reports, or custom programs, custom modifications to the SOFTWARE, modifications to the SOFTWARE based solely upon Client preference, data conversion, and similar functions. Support of problems unrelated to the SOFTWARE is not covered under this Exhibit. Unrelated problems include, but are not limited to, all Client hardware problems, all Client network problems, problems with Client third-party vendors, programs, and applications, problems with Client operating systems, problems with Client network operating system and system integration, and Client environmental problems, such as heat, radiation and power surges. Client is responsible for all future hardware replacement and maintenance costs. Client is responsible for restricting access and securing all hardware where the SOFTWARE is installed.

The following two (2) officers of the CUSTOMER can call ALPINE for customer support:

1. _____
2. _____

Please notify ALPINE in writing if you need to change the officers.

IMPLEMENTATION

Standard ALPINE implementation ranges from 3 to 6 months (12 to 24 weeks) given weekly meetings are attended and required setup and training is completed per the Implementation & Training Plan. Your Implementation Specialist will work with you to prioritize the order in which the ALPINE modules are implemented.

Once you are live with all products, your Implementation will shift to an Optimization phase, where you refine setup, use, and introduce more advanced features while using the system. At the end of 6 months, the goal is to have all modules implemented and live. If all modules are not live after 6 months and additional 1:1 training and/or onsite time is needed, there will be additional training and implementation costs. After implementation, you will be transitioned to our Application Support team as a critical resource for self-service. Exceptions will be made for implementation items that have been on hold because of a work queue (i.e., interfaces, imports, exports, etc.).

For a successful implementation, CUSTOMER team members should be prepared to dedicate 2-4 hours per week to complete setup, training, and practice. All assignments made by your Implementation Specialist, utilizing these resources is required for completion of your Implementation & Training Plan .

Cancellations or changes to scheduled Implementation meetings should be communicated 24 hours prior to the meeting time by the changing party, ALPINE or CUSTOMER. If 24-hour notice is not possible, the cancellation should be communicated as soon as possible. If Client has not completed the required homework for the week, ALPINE reserves the right to cancel a meeting with less than 24-hour notice.

ALPINE is 100% dedicated to ensuring your Implementation is smooth and efficient. Each Implementation phase is a part of the foundation needed for a successful Implementation. Proper planning, participation, and good communication with the ALPINE Team will make your Implementation a success. Both parties commit to weekly meetings and corresponding assignments to facilitate successful implementation.

Any Implementation or training associated with the purchased SOFTWARE would need to occur on Monday – Friday between 8:30 AM and 4:30 PM

UPGRADES

ALPINE will distribute any upgrades of the SOFTWARE to the CUSTOMER for the Term of this Agreement. Upgrades include product enhancements and modifications. Upgrades do not include new modules developed by ALPINE. Upgrades do not include customized changes to the SOFTWARE. Programs fixes to the SOFTWARE will be available through Internet download to CUSTOMER within two to four weeks after they are discovered.

TERMS

Maintenance and Support services associated with the licensed SOFTWARE is coterminous with the Term of the Agreement. ALPINE must adhere to the following terms and conditions:

Standard Issue Support: Standard support is available Monday through Friday, 8am-5:30pm. Most standard issues can be resolved at the time of the call unless a Developer needs to get involved to look at it more in depth. Alpine will remotely connect to resolve the problem. If remote connection is not available, then other arrangements will have to be made.

Note: Alpine has staff scheduled to cover support after hours, weekends and holidays. We are constantly monitoring any support calls that come in and responding as needed.

TERMINATION

ALPINE may suspend performance and may terminate Maintenance and Support services associated with this Agreement if the CUSTOMER fails to make payment of the service fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this service Agreement if ALPINE breaches its obligations hereunder.

Alpine Software Corporation Inc.

City of Newburgh Fire Department

By _____

By _____

Jack Lally

Printed Name

Printed Name

Title CEO

Title _____

Date _____

Date _____

Exhibit A – Licensed SOFTWARE and Associated Pricing

The pricing shown below covers the license, support, and maintenance of the SOFTWARE as described herein.

Module Description	Recurring Annual Cost (After Discounts)
RedNMX System Subscription - RedNMX Cloud Hosted Solution - Includes full reporting system for all modules and up to 7 custom reports - Onshore software customer support that sits in Rochester, NY	\$ 1,795.00
NFIRS / NERIS Incidents Subscription NFIRS 5.0 Incident Form -Dual Mode Incident System -Fire Service Casualty -Civilian Casualty -Includes NFIRS 5.0 and Switch Date Function.	\$ -
Personnel Subscription -Office and Promotion History -Medical History -Committees -Additional Phone Numbers and contact information.	\$ -
Non- Incidents Subscription -Meetings -Drills with Evolution Attendance. -Work Details -Standbys -Miscellaneous Activities -Attendance Reports.	\$ -
Document Imaging System Subscription - Store Scanned Images -Sound and Video Files. -Attach Documents / Photos to Addresses. -Indexed on Description, Date, Type, Reference Number. -Links with Arson, Incident, Inventory, Personnel, and Preplan.	\$ -
Daily Log Subscription -Recurring fee that will be billed annually	\$ -
CAD Interface Subscription -Requires CAD data to be available in readable format. -Allows both Initialization and Call Posting (if available). -Includes all Dispatch Times, Responses, and NFIRS Fields. -See configuration for set up requirements. *Does not include any charges for items required from CAD vendor (when necessary).	\$ 995.00

Note: Exhibit A continues on the next page.

Maintenance Suite Apparatus, SCBA, Hose, Station, General Inventory, and Work Order Modules, complete with automated notification system and Mobile Truck Check and Mobile SCBA Check Interface Includes reports for: - monthly report on checklists completed and work orders submitted - annual breakdown of time/money spent on maintenance per truck - value of current assets - list of truck checks completed by member in a given period of time	\$ 1,250.00
Fire Investigations Subscription -Recurring fee that will be billed annually	\$ 500.00
Crew Sense Interface Subscription -Recurring fee that will be billed annually	\$ 1,000.00
Implementation, Customization, and Training -Data migration from FireHouse/Emergency Reporting, setup, customization, and training on the RedNMX platform, ensuring seamless functionality across all purchased subscriptions.	\$ -
Total Recurring Annual Software, Maintenance, and Support Cost	\$ 5,540.00

Annual subscription pricing will increase each year during the Term of this Agreement by three percent (3%). Any subsequent purchases made by CUSTOMER after the Effective Date will be governed by the Agreement. Additional purchases made by CUSTOMER after the Effective Date will be coterminous with the then-current Term of the Agreement.

Exhibit B – Data Conversion, Reporting, and Customization

Data Conversion Checklist

We are confident that we can convert most of your non-custom data to Alpine RedNMX given our experience with these types of conversions. Custom data conversions not listed below may be accommodated at an additional cost, however, Alpine is not required to fulfill any data conversions that are not listed below.

Custom Reports

Alpine RedNMX comes with over 400 reports that have been built based on our 35-year history of working with all types of departments. However, every department is different, and you may need help building a custom report. This Agreement includes up to three custom reports that can be built during the implementation.

Module Customization

Alpine's RedNMX Software is adaptable to many types of workflows. Alpine can accommodate customization requests to ensure our software meets your needs, however, we require customization requests to be included in the initial scope to price effectively. Customization requests can be added by

module below. Conversations with your Alpine sales representative will inform this list. These customizations should be added prior to contract signature. Any customization not on this list may be accommodated at an additional cost, however, Alpine is not required to fulfill any customization requests not included in this Agreement.

RESOLUTION NO.: _____ - 2025

OF

APRIL 14, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JARA CONSULTING, LLC TO PROVIDE PROFESSIONAL MEETING FACILITATION AND RELATED SERVICES IN CONNECTION WITH THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION'S HUMAN RIGHTS HEROES ROUNDTABLE EVENT FOR 2025

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

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

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

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

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

WHEREAS, the cost for these services will not exceed \$4,000.00 and will be derived from budget line A.8039.0445; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the agreement with JaRa Consulting, LLC at cost not to exceed \$4,000.00 for meeting facilitation services and that the City Manager be and he is hereby authorized to execute all such forms, contracts and documentation and take such further action as may be appropriate and necessary for meeting facilitation services related to the Human Rights Heroes Roundtable event.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2025, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and JaRa Consulting, LLC, a limited liability company with a mailing address at P.O. Box 4333, Kingston, NY 12402-4333 hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

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

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

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning April 15, 2025, and ending September 30, 2025.

ARTICLE 3. COMPENSATION

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

A not-to-exceed cost of \$4,000.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

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

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

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

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

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

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

ARTICLE 13. INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

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

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

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

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

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

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

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

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

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

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

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

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

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

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

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

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. SET-OFF RIGHTS

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

ARTICLE 20. DISPUTE RESOLUTION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

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

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR: JARA CONSULTING LLC

BY: _____
TODD VENNING
CITY MANAGER

BY: _____
JAMES B. CHILDS
TITLE: PRESIDENT

Per Resolution No.:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

David Truong
Assistant City Comptroller

SCHEDULE A

SCOPE OF SERVICES

Deliverables:

1. Roundtable preparation:
 - Support the roundtable organizers through methodological advice to achieve the desired results;
 - Become familiar with the topics of the roundtable by studying roundtable-related background material as well as all the Heroes;
 - Become familiarized with the Heroes and categories of the community stakeholders participants by studying background material provided and provide feedback on them to roundtable participants and organizers;
2. Roundtable implementation:
 - Facilitate the workshop of up to 40 participants and consisting mostly of group discussions. In the course of doing so, the facilitator will ensure group dynamics, succinct summaries, focused learning and excellent time management.
 - As part of roundtable implementation, he will encourage critical discussion aimed at enabling participants to seek out ways in which the ideas presented by the heroes can be adapted to their category circumstances;
 - Using appropriate techniques to present and document the results;
 - Engage in preparation and feedback discussions with the organizers.
 - Develop Coordination Plan for second roundtable event on August 11, 2025.
3. Workshop follow-up:
 - Prepare a summary report on the roundtable including all results (highlighting key-results), the roundtable-flow and dynamics, the complete roundtable contents and lessons learned in a concise manner. It is intended that this document should form reference material for future adaption of the ideas and approaches covered in the roundtable event.

Timeline:

- Facilitate Human Rights Heroes Roundtable, Saturday, May 3, 2025;
- Submit Roundtable summary report no later than September 30, 2025;



JaRa Consulting, LLC

173 Hudson View Terrace - Hyde Park, NY 12538



Key Personnel: **James B. Childs**, M.Div, MA - *Founder & President*

James B. Childs is a consultant and facilitator in diversity, equity, & inclusion (DEI), an executive leadership coach, and a practitioner in leadership and team development, strategic planning, conflict resolution and mediation. His background includes extensive work with audiences ranging from all levels of academia, to executive leadership and those they serve in various sectors of corporate America, dealing with the challenges presented by gender, race/ethnicity, generational differences, sexual orientation, and religion & spirituality.

With an extensive background in corporate America including such companies as Meta (Facebook), IBM, AT&T, Metropolitan Life, Becton Dickinson (BD), Pfizer, and Novartis as well as work with a broad range of academic institutions and nonprofit organizations, James brings to his training and facilitation a keen understanding of the need for diversity, equity, inclusion, and conflict resolution skills in all sectors, as well as the positive impact of effective leadership, and the need for strategy as individuals and organizations serve their communities. Through both experiential exercises and open forum conversations, he brings to the surface important issues of multicultural awareness. His open and often humorous style of communication energizes and challenges participants as he fosters the “unlearning” of foundational concepts upon which many of society’s problematic interactions are based.

James received his Bachelor of Science in Computer Science from the State University of New York – College at New Paltz, a Master of Divinity degree as well as a Master of Arts degree in Human Service Counseling from Regent University – Virginia Beach, VA, and Executive Leadership Coaching Certification at Georgetown University.

A few highlights:

- Served as the Director of the Human Rights Commission for the City of Kingston, NY, and on multiple boards including United Way, Advisory Council of Kingston Community Development, Kingston Housing Authority, Board Chair for the community development/affordable housing not-for-profit, RUPCO.
- Successfully led a comprehensive organizational change effort to diversify an 80-year old, historically Black institution; Increased organization’s racial demographics from 2% to 25+% non-Black members in 5 years.
- Built the DEI facilitators bench for enterprise (Meta); led the selection process which aimed to and did increase gender diversity (from 65%/35% female/male ratio to 48%/52%) and racial diversity (57% from 35%) while fortifying the facilitator bench with deep D&I experience (average experience = 14 years).
- Virtualization of Manager and IC-level DEI content; Co-developed and piloted Coaching for Inclusion with Managers and Executive Leaders; and co-created innovative Virtual Reality (VR) Inclusion immersive experience called “VR for Inclusion.”
- Lead lifecycle (i.e. design, vendor management, oversight of video content, co-facilitation, etc.) for workshops allowing men to review data, understand the impact, examine causes, and learn specific actions to help reverse a trend of men choosing not to mentor women.
- Led the efforts of an organizational response within Meta to racial injustice by designing and delivering a scaled learning experience. An outgrowth of this initial experience was a bi-monthly, scaled learning series with regionally-focused global content focused on various demographics. This also produced ambassadors who were continuous representatives for social justice within and outside of the company.



JaRa Consulting, LLC

173 Hudson View Terrace - Hyde Park, NY 12538

To: Tiombe Tallie Carter - Assistant Corporation Counsel

The City of Newburgh

83 Broadway, City Hall - Newburgh, NY 12550

Tel: (845) 569-7335 / Fax: (845) 569-7338

tcarter@cityofnewburgh-ny.gov

SCOPE of Work & PRICING

JaRa Consulting's Proposed Solution for City of Newburgh Human Rights Commission

Following the successful format of the Human Rights Roundtable session in July of 2023 (agenda here: [2023-07-29 AGENDA \(Newburgh HRC\)](#)), this session, which is being designed as a 6-hour interactive, collaborative experience, will utilize the output from the 2023 session ([Newburgh Human Rights Commission ROUNDTABLE](#) / [Newburgh HRC Summary Report](#)) as a foundation for generative conversation.

The intended output from this session will be:

- Structure and beginning of action plans for the prioritized areas of need
- Coordination Plan for an August 11, 2025 roundtable/panel discussion in collaboration with the Frederick Douglas Committee.

Human Rights Heroes Roundtable - May 3, 2025	Investment
1. Design & Development of Session	\$750
2. Facilitation of 4-5 hour session	\$2,500
3. Final Report	\$750
TOTAL	\$4,000

Payment Terms - Payment will be made in two (2) installments:

1. Initial payment of \$2,500 upon completion of the Round Table Preparation & Implementation on May 3.
2. The balance of \$1,500 upon submission of the Roundtable Summary report

Work performed will be invoiced after delivery. All invoices are net cash in US dollars, due and payable upon receipt of each invoice. Invoices not paid within thirty (30) days of receipt by the City of Newburgh are considered overdue and shall be subject to an additional charge at the rate of two percent (2%) per month. *For purposes of this contract, tolls & mileage will be considered reasonable expenses and are included in the fixed rate.*

SCHEDULE B

FEES AND EXPENSES

The Vendor will be compensated at a total cost not to exceed \$4,000.

DRAFT