



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
November 10, 2022
6:00 PM

Council Meeting Presentations

1. Public Hearing - 2023 Budget

There will be a public hearing on Monday, November 14, 2022 to receive comments from the public concerning the City's annual budget for 2023

Habr  una audiencia p blica el lunes 14 de noviembre de 2022 para recibir comentarios del p blico sobre el presupuesto anual de la Ciudad para 2023

2. Public Hearing - Local Law amending City Charter Article III Municipal Officers

There will be a public hearing on Monday, November 14, 2022 to receive public comment concerning a Local Law amending City Charter Article III entitled "Municipal Officers"

Habr  una audiencia p blica el lunes 14 de noviembre de 2022 para recibir comentarios p blicos sobre una ley local que modifica el art culo III del Estatuto de la Ciudad titulado "Funcionarios Municipales"

3. Comptroller Update

Presentation to discuss quarterly financial activity and the results of the Office of State Comptroller's fiscal and environmental stress scores

Presentaci n para discutir la actividad financiera del tercer trimestre y los resultados de los puntajes de estr s fiscal y ambiental de la Oficina del Contralor del Estado

Engineering/Ingenier a

4. Contract Amendment with Wright-Pierce Additional Sampling in the Wastewater Collection System

Resolution authorizing the City Manager to accept a proposal and execute a contract with Wright-Pierce Engineering Associates P.C. for additional sampling in the Wastewater Headworks Analysis and Study at the Wastewater Treatment Plant at a cost of \$10,500.00

Resoluci n que autoriza al Gerente de la Ciudad a aceptar una propuesta y

ejecutar un contrato con Wright-Pierce Engineering Associates P.C. para el muestreo adicional en el Análisis y Estudio de Obras Residuales en la Planta de Tratamiento de Aguas Residuales a un costo de \$10,500.00

5. Contract Amendment with Wright-Pierce Additional Iodine-131 Sampling of Wastewater Collection System

Resolution authorizing the City Manager to accept a proposal and execute a contract amendment with Wright-Pierce Engineering Associates P.C. for additional isotope sampling services at the Wastewater Treatment Plant at a cost of \$28,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar una enmienda al contrato con Wright-Pierce Engineering Associates P.C. para servicios adicionales de muestreo de isótopos en la Planta de Tratamiento de Aguas Residuales a un costo de \$28,000.00

6. ARCADIS Proposal LTCP South Interceptor Improvements Planning Phase

Resolution authorizing the City Manager to accept a proposal and enter into an agreement for professional engineering services with Arcadis of New York Inc. for Phase V of the Combined Sewer Overflow Long Term Control Plan for the South Interceptor Improvements Project in the amount of \$70,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y entrar en un acuerdo de servicios profesionales de ingeniería con Arcadis of New York Inc. para la Fase V del Plan de Control a Largo Plazo del Desbordamiento del Alcantarillado Combinado para el Proyecto de Mejoras del Interceptor Sur por el monto de \$70,000.00

7. PIN#8761.39 Lake Drive Bridge Change Order No. 10 Michel's Construction

Resolution authorizing the City Manager to execute Change Order No. 10 with Michels Corporation for a time extension to the construction contract in the Lake Drive over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39)

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 10 con Michels Corporation para una prórroga del contrato de construcción en el Proyecto de Reemplazo del Puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39)

8. PIN#8761.39 Lake Drive Bridge Change Order No. 12 Michel's Corporation

Resolution authorizing the City Manager to execute Change Order No. 12 to the Michels Corporation construction contract in the Lake Drive over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) decreasing the contract amount by \$39,516.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 12 al contrato de construcción de Michels Corporation en el

Proyecto de Reemplazo del Puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) disminuyendo el monto de contrato por \$39,516.00

9. PIN#8761.39 Lake Drive Bridge Change Order No. 13 Michel's Corporation
Resolution authorizing the City Manager to execute Change Order No. 13 to the Michels Corporation construction contract in the Lake Drive over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) for \$912.08 in non-federal reimbursable costs

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 13 al contrato de construcción con Michels Corporation en el Proyecto de Reemplazo del Puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) por \$912.08 en costos reembolsables no federales

10. PIN#8761.39 Lake Drive Bridge Resolution Amending Resolution 68-2022
Resolution amending Resolution No. 68-2022 and authorizing Change Order No. 6 to the Michels Corporation construction contract in the Lake Drive over Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) increasing the contract amount by \$231,512.18

Resolución que enmienda la Resolución No. 68-2022 y autoriza la Orden de Cambio No. 6 al contrato de construcción de Michels Corporation en el Proyecto de Reemplazo del Puente de Lake Drive sobre Quassaick Creek (BIN#2223630/PIN#8761.39) aumentando el monto de contrato por \$231,512.18

Finance/Finanza

11. Surplus Vehicles DPW, Water, Rec & Police Dept.
Resolution declaring Water Department and Department of Public Works vehicles and Recreation Department and Police Department equipment as surplus

Resolución declarando los vehículos del Departamento de Agua, del Departamento de Obras Públicas, y el equipaje del Departamento de Recreación y del Departamento de Policía como excedentes

12. Amend 2022 Personnel Budget for IT Department
Resolution amending the 2022 Personnel Analysis Book to delete one Desktop Technician position and add one IT Systems Administrator in the IT Department

Resolución que enmienda el Libro de Análisis del Personal 2022 para eliminar un puesto de Técnico de Escritorio y añadir un Administrador de

Sistemas de IT en el Departamento de Tecnología Informacion

Water Department/ Departamento de Acueductos

13. Orange County Water Authority 2022 Leak Detection Program Funding

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

Planning and Economic Development/Planificación y Desarrollo Económico

14. 46 Lutheran Street - Extension of Time to Rehabilitate

Resolution authorizing an extension of time to rehabilitate the premises known as 46 Lutheran Street (Section 29, Block 4, Lot 34) in the City of Newburgh until November 15, 2023

Resolución que autoriza una prórroga de tiempo para rehabilitar las instalaciones conocidas como 46 Lutheran Street (Sección 29, Bloque 4, Lote 34) en la Ciudad de Newburgh hasta el 15 de noviembre de 2023

15. 221 Dubois 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 219-221 Dubois Street Corp. to the premises known as 221 Dubois Street (f/k/a 219-221 Dubois Street) (Section 17, Block 8, Lot 9)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a 219-221 Dubois Street Corp. a las instalaciones conocidas como 221 Dubois Street (f/k/a 219-221 Dubois Street) (Sección 17, Bloque 8, Lote 9)

16. Amendment to the Terms of Sale for 189 North Miller Street

Resolution to authorize the conveyance of real property known as 189 North Miller Street (Section 11, Block 1, Lot 17) at private sale to Kevindaryan Lujan for the amount of \$60,000.00

Resolución que autoriza la transmisión de los bienes raíces conocidos como 189 North Miller Street (Sección 11, Bloque 1, Lote 17) en venta privada a Kevindaryan Lujan por el monto de \$60,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

17. Accept FY2023 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Resolution adopting the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for Fiscal Year 2023

Resolución que adopta la estrategia de Viviendas Consolidadas y Desarrollo Comunitario y Plan de Acción de la Ciudad de Newburgh para el Año Fiscal 2023

18. Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. cable franchise agreement renewal

Resolution of the City Council of the City of Newburgh approving a cable franchise agreement renewal with Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc.

Resolución del Concejo Municipal de la Ciudad de Newburgh aprobando la renovación del acuerdo de franquicia de cable con Spectrum Northeast, LLC, una subsidiaria indirecta de Charter Communications, Inc.

19. To Apply for and Accept if Awarded a Body-Worn Camera Grant for \$38,000

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Division of Criminal Justice Services Body Worn Camera Program Grant in the amount of \$38,000.00 with no City match

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio del Programa de Cámaras Corporales de la División de Servicios de Justicia Criminal del Estado de Nueva York por el monto de \$38,000.00, el cual no requiere que la Ciudad iguale los fondos

20. To accept an award from Orange County for the 2022-2023 Stop DWI High Visibility Engagement Campaign for \$2,545

Resolution authorizing the City Manager or the Police Commissioner, as Manager's designee, to execute an Inter-Municipal Agreement with the County of Orange confirming City of Newburgh participation in the STOP-DWI High Visibility Engagement Program for the period of November 1, 2022 to September 30, 2023 and to accept a funding award in an amount not to exceed \$2,545.00

Resolución que autoriza al Gerente de la Ciudad o al Comisario de Policía, como designado del Gerente, a ejecutar un acuerdo intermunicipal con el Condado de Orange confirmando la participación de la Ciudad de Newburgh en el Programa de Interacción de Alta Visibilidad Pare-DWI durante el periodo del 1 de noviembre de 2022 al 30 de septiembre de 2023 y a aceptar un premio de financiación en una cantidad que no exceda \$2,545.00

Recreation/Recreacion

21. City of Newburgh - Tot Lot - Delano Hitch Park

Resolution authorizing the City Manager to accept a proposal and execute a contract with Greenman-Pedersen, Inc. in the amount of \$68,250.00 for professional engineering design, bid preparation and construction management services in the Delano-Hitch Recreation Park "Tot-Lot" Improvements Project

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Greenman-Pedersen, Inc. por el monto de \$68,250.00 para el diseño profesional de ingeniería, la preparación de oferta y los servicios de administración de la construcción en el Proyecto de mejoramiento del parque recreativo Delano-Hitch "Tot-Lot"

Resolutions of Support/ Resoluciones de Apoyo

22. Honorary Designation - SSG Santiago Frias

Resolution of the City Council of the City of Newburgh presenting a Key to the City and dedicating the southeast intersection of Plank Road and Robinson Avenue as SSG Santiago Frias Way

Resolución del Concejo Municipal de la Ciudad de Newburgh presentando una Llave para la Ciudad y dedicando la intersección sureste de Plank Road y Robinson Avenue como SSG Santiago Frias Way

23. New York State Climate Action Council Scoping Plan

Resolution of the City Council of the City of Newburgh declaring support for the New York State Climate Action Council Scoping Plan

Resolución del Concejo Municipal de la Ciudad de Newburgh declarando su apoyo al Plan de Alcance del Consejo de Acción del Clima del Estado de Nueva York

Boards and Commissions/Juntas y Comisiones

24. Appointments - Citizens Advisory Committee

Preliminary step in the City's redistricting process

Paso preliminar en el proceso de redistribución de distritos de la ciudad

Local Laws/Leys Locales

25. Scheduling a public hearing - Local Law amending Chapter 183 Article III entitled Sanitation User Fees, Dumpster User Fees

Resolution scheduling a public hearing for November 28, 2022 to hear public comment concerning "A Local Law amending Article III, entitled 'Sanitation User Fees; Dumpster User Fees' of Chapter 183 of the City of Newburgh Code of Ordinances"

Resolución que enmienda una audiencia pública para el 28 de noviembre de 2022 para escuchar comentarios públicos en relación con "Una ley local que enmienda el artículo III, titulado 'Tasas de usuarios de saneamiento; tasas de usuarios de contenedores' del capítulo 183 del Código de Ordenanzas de la Ciudad de Newburgh"

26. Local Law authorizing a property tax cap levy in excess of the GML section 3-c limit

Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

Ley local que autoriza un gravamen del impuesto a la propiedad por encima del límite establecido en la Sección 3-c de la Ley Municipal General

Executive Session/ Sesión Ejecutiva

27. Proposed, pending or current litigation

Litigio propuesto, pendiente o actual

RESOLUTION NO.: 248 - 2022

OF

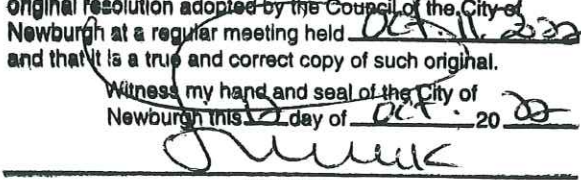
OCTOBER 11, 2022

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 14, 2022
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2023 BUDGET FOR THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2023 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 14th day of November, 2022, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Oct 11, 2022
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12 day of Oct. 2022



City Clerk

RESOLUTION NO.: 261 - 2022

OF

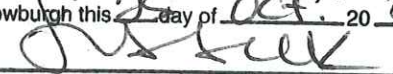
OCTOBER 24, 2022

RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 14, 2022
TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW AMENDING
ARTICLE III OF THE CHARTER OF THE CITY OF NEWBURGH
ENTITLED 'MUNICIPAL OFFICERS'"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Article III of the Charter of the City of Newburgh entitled 'Municipal Officers'"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 14th day of November, 2022.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Oct 24, 2022
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25 day of Oct. 2022



City Clerk

LOCAL LAW NO.: _____ - 2022

OF

_____, 2022

**A LOCAL LAW AMENDING ARTICLE III OF THE CHARTER OF
THE CITY OF NEWBURGH ENTITLED “MUNICIPAL OFFICERS”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Article III of the Charter of the City of Newburgh entitled “Municipal Officers” be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Article III of the Charter of the City of Newburgh Entitled ‘Municipal Officers’”.

SECTION 2 - AMENDMENT

Article III of the City Charter of the City of Newburgh entitled “Municipal Officers” is hereby amended to read as follows:

Article III. Municipal Officers

§ C3.00 Municipal officers enumerated.

The officers of the City or municipality shall be as follows:

A. One Mayor, six Councilmen and one City Judge: the Mayor and two Councilmen elected by the qualified voters of the City and four Councilmen elected by the qualified voters of the wards from which they are elected.

B. One City Manager, three Civil Service Commissioners, one City Clerk and the members of the Transportation~~Traffic and Parking~~ Advisory Committee, appointed by the Council.

C. One Corporation Counsel, one City Comptroller, one City Assessor, one City Collector, one City Purchasing Agent, one Commissioner of Public Works, one City Engineer, one Superintendent of Public Works, one Superintendent of Water, one Police Chief, one Police Commissioner, one Fire Chief, one Building Inspector, one Plumbing Inspector, one Registrar of Vital Statistics, one Deputy Registrar of Vital Statistics, one Planning and Development Director and one Parks and Recreation Director.

Underlining denotes additions

~~Strikethrough~~ denote deletions

§ C3.02 Offices may be combined.

The Council may, by ordinance, combine any two or more appointive offices. The City Manager may, in addition to his duties and powers as the chief administrative and executive officer of the City and without additional compensation, assume the duties and powers of the Director of Finance. The City Manager may direct that the City Comptroller, without additional compensation, assume the duties and powers of Director of Finance ~~and that the City Engineer, without additional compensation, assume the duties and powers of Superintendent of Public Works.~~ The City Manager may direct that the head of any division within the Department of Public Works, without additional compensation, assume the duties and powers of the Commissioner of Public Works. The foregoing shall not be construed to prevent salary increases for the City Manager, for the City Comptroller ~~and or for the City Engineer~~ the head of any division within the Department of Public Works acting in their respective capacities.

§ C3.12 Residency requirements.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER

Includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the ~~Transportation Traffic and Parking~~ Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the Commissioner of Public Works, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Police Commissioner, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00B and C initially appointed and hired by the City of Newburgh after the effective date of this local law and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

SECTION 3 - SEVERABILITY

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

SECTION 4 - CODIFICATION

Underlining denotes additions

~~Strikethrough~~ denote deletions

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT AMENDMENT WITH
WRIGHT-PIERCE ENGINEERING ASSOCIATES P.C. FOR ADDITIONAL SAMPLING IN
THE WASTEWATER HEADWORKS ANALYSIS AND STUDY
AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$10,500.00**

WHEREAS, the United States Environmental Protection Agency (“EPA”) inspected the City of Newburgh Wastewater Treatment Plant and found violations of regulations issued under the Clean Water Act in connection with the City’s Industrial Pretreatment Program (“IPP”) and issued an Administrative Compliance Order requiring the City to recalculate the local limits allowed to the four permitted Industrial Users under the City’s State Pollutant Discharge Elimination System (SPDES) permit and to review and update its Sewer Use Ordinance (SUO) and Enforcement Response Plan (ERP) to meet the EPA’s regulations; and

WHEREAS, the City solicited proposals from qualified professional engineering firms to develop appropriate local limits and assist in updating the SUO and ERP in accordance with EPA requirements and the order; and

WHEREAS, by Resolution No. 68-2021 of April 12, 2021, the City Council approved a contract with Wright-Pierce Engineering Associates P.C. to conduct a wastewater headworks analysis and study to assist the City with its obligations under the EPA Administrative Compliance Order at a cost of \$132,800.00; and

WHEREAS, Wright-Pierce Engineering Associates P.C. has submitted a proposal for additional sampling and coordination time supplementing the existing sampling plan scope of services for wastewater headworks analysis and study at a cost of \$10,500.00 which shall be derived from G.8130.0448.003; and

WHEREAS, this Council has determined that accepting the proposal and entering into a contract amendment with Wright-Pierce Engineering Associates P.C. for the additional sampling services to complete work required under the EPA Administrative Compliance Order 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 the proposal and execute a contract amendment with Wright-Pierce Engineering Associates P.C. at a cost of \$10,500.00 for additional sampling services in the wastewater headworks analysis and study.

October 13, 2022

Mr. Chad Wade
Assistant City Engineer
83 Broadway
Newburgh, New York 12550

**SUBJECT: Professional Engineering Services
Contract Amendment**

Dear Mr. Wade,

We are pleased to submit this proposal for professional engineering services to provide additional sampling and coordination time supplementing the existing sampling plan scope of services for the City of Newburgh WPCF Headworks Analysis. Our proposal associated with this additional scope of services is presented below.

Proposed Scope of Work

Task 1 – Additional Sampling and Coordination

This task includes additional effort related to sampling, laboratory, sampler rental costs, and coordination efforts to implement the sampling plan. There were several rain events during the sampling period that resulted in planned sampling events being cancelled. In several instances, the industrial user samples had been taken and sent to the laboratory for analysis. Wright-Pierce's subcontractor, Envirospec Engineering, LLC, kept their rented automatic samplers on-hand during the weeks when sampling had been cancelled to be prepared for the next round of sampling once the weather was conducive to continuing the sampling plan. This task also includes additional time for Wright-Pierce to coordinate between Envirospec Engineering, LLC and the four industrial users and WPCF staff to inform them of scheduling changes.

As per the EPA's *Local Limits Development Guidance* published in July 2004, sampling should not be done during or after periods of heavy rainfall when I&I is high (especially with combined sewers present). This is because flows will be diluted and would not be representative of typical flows.

Professional Fee

WP agrees to perform the scope of services contained in this proposal for the fee presented in the table below. If this proposal is acceptable, Wright-Pierce will perform these services as an Additional Service under the terms and conditions of our current Agreement dated April 19, 2021 upon receiving written authorization from the City.

| TASK | WP Labor | Expenses | Total Fee |
|---|----------|----------|-----------|
| 1. Additional Sampling and Coordination | \$6,000 | \$4,500 | \$10,500 |
| Total | | | \$10,500 |

If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,
WRIGHT-PIERCE



Christopher Pierce, PE
Principal-in-Charge
chris.pierce@wright-pierce.com
860.852.1950



Kevin Hickey, PE, BCEE
Senior Project Manager
kevin.hickey@wright-pierce.com
cell: 518.527.5428

Accepted this _____ day of _____, 2022

City of Newburgh:

By: _____
Todd Venning per Resolution _____

Title: City Manager

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT AMENDMENT WITH
WRIGHT-PIERCE ENGINEERING ASSOCIATES P.C.
FOR ADDITIONAL ISOTOPE SAMPLING SERVICES
AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$28,000.00**

WHEREAS, the United States Environmental Protection Agency (“EPA”) inspected the City of Newburgh Wastewater Treatment Plant and found violations of regulations issued under the Clean Water Act in connection with the City’s Industrial Pretreatment Program (“IPP”) and issued an Administrative Compliance Order requiring the City to recalculate the local limits allowed to the four permitted Industrial Users under the City’s State Pollutant Discharge Elimination System (SPDES) permit and to review and update its Sewer Use Ordinance (SUO) and Enforcement Response Plan (ERP) to meet the EPA’s regulations; and

WHEREAS, the City solicited proposals from qualified professional engineering firms to develop appropriate local limits and assist in updating the SUO and ERP in accordance with EPA requirements, and by Resolution No. 68-2021 of April 12, 2021, the City Council approved a contract with Wright-Pierce Engineering Associates P.C. at a cost of \$132,800.00; and

WHEREAS, during the work to update the City’s IPP, radiological isotopes of unknown origin were identified in the sludge hauled from the WWTP, and by Resolution No. 3-2022 of January 10, 2022, the City Council approved a contract amendment with Wright-Pierce Engineering Associates P.C. for additional sampling services to determine the general location of radiological isotopes discharged within the collection system at a cost of \$29,900.00; and

WHEREAS, Wright-Pierce Engineering Associates P.C. has submitted a proposal for further sampling services through localized testing to isolate a potential source(s) of the radiological isotopes discharged within the collection system at a cost of \$28,000.00 which shall be derived from G.8130.0448.0003; and

WHEREAS, this Council has determined that accepting a proposal and entering into a contract amendment with Wright-Pierce Engineering Associates P.C. for the additional isotope sampling 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 the proposal and execute a contract amendment for additional isotope sampling services in the wastewater collection system with Wright-Pierce Engineering Associates P.C. at a cost of \$28,000.00.

October 13, 2022

Mr. Chad Wade
Assistant City Engineer
83 Broadway
Newburgh, New York 12550

**SUBJECT: Professional Engineering Services
Contract Amendment – Additional Iodine I-131 Sampling**

Dear Mr. Wade,

We are pleased to submit this proposal for professional engineering services to provide additional sampling and analysis to identify Iodine-131 present in the discharge conveyed to the north interceptor and confirm I-131 present in the Newburgh Water Pollution Control Facility (WPCF) sludge. Historically, the City of Newburgh WPCF has had I-131 radiation hits in their sludge in the month of November over the last several years. Therefore, it is proposed to conduct additional sampling the last week of October and first two weeks of November. Our proposal associated with the additional sampling is as follows.

Project Understanding

In recent years, the City of Newburgh WPCF has had Iodine I-131 detected in its dewatered sludge cake at the Chemung Landfill, owned and operated by Casella Waste Systems, Inc. The City of Newburgh is currently evaluating the source(s) of I-131 as the frequency of the radiation detection is increasing and is causing sludge disposal concerns.

In late December 2021 / early January 2022, the City of Newburgh performed initial sampling of wastewater at four locations throughout the collection system and sampled the WPCF dewatered sludge cake. The four locations for wastewater sampling were at the 17k Siphon (Town), the Dix Avenue Pump Station (Town), Regulator 2 (City), and the North Interceptor (City). 24-hour composite samples were collected four times at each of these four locations and were not taken during wet weather events.

Results received from the sampling events indicated that I-131 was not detected at Regulator 2 in the City. However, the North Interceptor, 17k Siphon, and Dix Avenue Pump Station had results that suggest I-131 was present. In addition, the WPCF sludge cake tested positive with detectable concentrations of I-131. The North Interceptor collects and conveys sewage from the east half of the City of Newburgh to the WPCF. Additional localized testing is required in an effort to isolate a potential source of the I-131.

Proposed Scope of Work

Task 1 – Additional Sampling

1. WP will provide draft language for a formal letter to be sent to identified potential dischargers of I-131 providing project background on I-131 concerns and summarizing additional sampling intent and details.
2. Envirospec Engineering, LLC will perform six 24-hour composite sampling events (2 events / week over the course of 3 weeks) to confirm the presence and concentration of I-131 in the sewer collection system at a sewer manhole location determined by the City of Newburgh. A portable composite sampler that can be installed inside a sewer manhole will be provided by Envirospec Engineering, LLC. Samples will not be taken during wet weather events. Envirospec Engineering, LLC will also perform six grab samples of Newburgh WPCF dewatered sludge (2 grabs / week over the course of 3 weeks) to confirm the presence and concentration of I-131. Where feasible, the sludge samples will be taken several days after the first day of wastewater sampling.
3. Each of the wastewater and sludge samples collected will be analyzed by an ELAP approved lab for I-131. Exact concentrations will not be reported as the half-life of I-131 is approximately eight days and will decrease between the sampling event and analysis.

Task 2 – Technical Memorandum

1. Prepare a draft technical memorandum summarizing the results of the wastewater and sludge sampling events.
2. Submit the draft technical memorandum to the City for review. WP will revise the memorandum based on one set of comments from the City. A final technical memorandum will be submitted to the City for your records.

Task 3 – Additional Coordination (Optional)

1. Contact the identified potential dischargers of I-131 and ask for the last three years of their monthly radionuclides discharge results. Examine the reports to see if their discharge was above the average level which may explain historical hits for sludge recorded by the landfill.
2. Review the Industrial Pretreatment Program (IPP) of identified potential dischargers of I-131, if available, to ensure they have an adequate plan in place for keeping the concentrations of radioactive isotopes below regulatory limits.
3. Attend up to two meetings with the City and identified potential dischargers of I-131.
4. Draft wording for up to two letters of additional correspondence from the City of Newburgh.

Proposed Scope Assumptions

The following assumptions have been made in preparing this proposal to clarify our understanding of the work required:

- The City of Newburgh will provide traffic control and work zone safety set-ups (cones, signage etc.) if required including certified flaggers for all site visits to the collection sample manhole.

- The City of Newburgh will contact potential I-131 dischargers prior to any sampling being scheduled or conducted.

Professional Fee

WP agrees to perform the scope of services contained in this proposal for the fee presented in the table below. If this proposal is acceptable, Wright-Pierce will perform these services as an Additional Service under the terms and conditions of our current Agreement dated April 19, 2021 upon receiving written authorization from the City.

| TASKS | WP Labor | Expenses | Total Fee |
|---------------------------------------|----------|----------|-----------|
| 1. Additional Sampling and Analysis | \$1,000 | \$16,500 | \$17,500 |
| 2. Technical Memorandum | \$5,500 | \$0 | \$5,500 |
| 3. Additional Coordination (Optional) | \$5,000 | \$0 | \$5,000 |
| Total | | | \$ 28,000 |

We appreciate the opportunity to work with the City on this important project. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,
WRIGHT-PIERCE



Christopher Pierce, PE
Principal-in-Charge
chris.pierce@wright-pierce.com
860.852.1950



Kevin Hickey, PE, BCEE
Senior Project Manager
kevin.hickey@wright-pierce.com
cell: 518.527.5428

Accepted this _____ day of _____, 2022

City of Newburgh:

By: _____
Todd Venning, per Resolution _____

Title: City Manager

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR PHASE V OF
THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN FOR
THE SOUTH INTERCEPTOR IMPROVEMENTS PROJECT
IN THE AMOUNT OF \$70,000.00**

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

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council authorized the City Manager to execute a Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional engineering services to complete the planning and preliminary engineering for the South Interceptor Improvements Project (the "Project") included in Phase V of the LTCP Schedule of Compliance; and

WHEREAS, the scope of services will include data review, hydraulic modeling, and preparation of an engineering report; and

WHEREAS, funding for the cost of the services the amount of \$70,000.00 shall be derived from G.1440.0448 - Other Services; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. in the amount of \$70,000.00 to complete the planning and preliminary engineering for the South Interceptor Improvements Project included as part of Phase V of the Long Term Control Plan for the City's Combined Sewer Collection System.

Jason Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: October 25, 2022
Subject: Proposal for Engineering Services
South Interceptor Engineering Planning Report

Dear Mr. Morris,

Arcadis is pleased to provide the City of Newburgh (City) with this letter proposal for engineering services for the planning and preliminary engineering for the South Interceptor Sewer that is required as part of the Order on Consent with the New York State Department of Environmental Conservation (NYSDEC). To maximize potential grant funding opportunities from Water Infrastructure Investment Act (WIIA) grants, Intermunicipal grants (IMG), Water Quality Improvement Grants (WQIP), Bipartisan Infrastructure Law (BIL), or applicable others, the engineering report will be completed by the end of 2022. We appreciate the confidence the City has in our ability to deliver quality projects for your critical infrastructure.

Project Understanding

The City owns and operates a combined sewer system (CSS) with thirteen permitted combined sewer overflows that are designed to prevent excessive wet weather flows to the City's Water Pollution Control Plant (WPCP). The City's combined sewer system flows to two interceptor sewers (North and South) which are controlled by eleven regulators and six diversion manholes. Regulators No. 1 and 2 direct dry weather flows to the WPCP through the South Interceptor Sewer, and regulators Nos. 3 through 11 and all six diversion manholes direct dry weather flows to the WPCP through the North Interceptor Sewer. Construction is currently underway on a new North Interceptor with increased conveyance capacity and a new satellite treatment facility is currently under design to provide preliminary treatment and disinfection for wet weather flows.

The sewershed for the South Interceptor Sewer is comprised of the entire western side of the City and the majority of the Town of Newburgh, which has separate sanitary sewers. The vast majority of the sewershed is controlled by Regulator No. 2, while only a small subcatchment area immediately upstream of the WPCP is controlled by Regulator No. 1. For the typical year, overflows from Regulator No. 2 represent approximately 50 percent of the annual discharged volume of untreated combined sewage to the Hudson River. In 2018, upgrades to Regulator No. 2 were completed that increased the size of the regulating gate, added real time controls that modulate the regulator to both protect and maximize wet weather flows to the WPCP, raised the overflow weir elevation and increased the weir length. Upgrades to the South Interceptor Sewer are key to maximizing wet weather flow to the WPCP and satellite treatment facility. Pursuant to your request, Arcadis proposes the following scope of services:

Scope of Services

Task 1 – Project Kickoff and Data Review

Arcadis will schedule a kick-off meeting with the City, after reviewing available data and information already provided by the City, to confirm our understanding of City's goals and objectives of the project, as well as to discuss communication protocols, confirm deliverables, schedules, milestones, and additional data that maybe required. Prior to scheduling the project kick-off meeting with the City, Arcadis will evaluate if additional data or information is needed and will prepare and submit a request accordingly.

Task 2 – Preliminary Design

Arcadis will prepare conceptual plans and profiles of the south interceptor. Arcadis will evaluate the following alternatives:

- (1) Construction of a 48-inch interceptor sewer parallel to the existing 36-inch South Intercepting Sewer along with modifications to the existing 36-inch sewer for a combined capacity of 56 mgd
- (2) Construction of a parallel South Interceptor Sewer with a capacity of 56 mgd and abandoning the existing South interceptor Sewer, eliminating the need for costly bypass pumping
- (3) Reconstructing and replacing the existing South Interceptor Sewer with a new interceptor sewer with a 56 mgd capacity.

The Infoworks model that Arcadis developed as part of the LTCP and has updated as part of continued design projects will be utilized to assess performance and develop the preliminary design for the South Interceptor Sewer alternatives. Arcadis will develop budgetary cost estimates for each alternative. Arcadis will conduct a preliminary design review workshop to discuss the preliminary design and solicit feedback from the City.

Task 3 – Preliminary Engineering Report

Arcadis will prepare an engineering report that will comply with NYS EFC and NYS DEC requirements for approval and funding solicitation. The report will outline the alternatives evaluated and detail the recommended alternative. Arcadis will prepare a draft report for the City's review and comment. Arcadis will meet with the City to review their comments and how to address them.

Arcadis will submit a final report to NYS DEC for review and approval. Arcadis will review comments received from the NYS DEC, prepare a response letter on the City's behalf, and revise the report accordingly. Arcadis will submit a final report to the City, NYS DEC, and NYS EFC and will list the project with NYS EFC for funding.

Task 4 – Permitting and Funding Support

Arcadis will prepare a long form environmental assessment form (EAF) for the City's consideration, expecting issuance of the Negative Declaration as an Unlisted Action. Arcadis will support the City for the solicitation of funding from state and federal sources as appropriate for the project.

Mr. Jason Morris, PE
City of Newburgh
October 25, 2022

Compensation

Arcadis will complete the scope of services presented herein for a lump sum fee of \$70,000.

| Task | Compensation |
|---|--------------|
| Task 1 – Project Kick-off and Data Review | \$9,000 |
| Task 2 – Hydraulic Modelling | \$33,000 |
| Task 3 – Preliminary Engineering Report | \$24,000 |
| Task 4 – Permitting and Funding Support | \$4,000 |
| Total | \$70,000 |

Schedule

Arcadis will complete the aforementioned scope by December 31, 2022, the close of the City's fiscal year.

We look forward to continuing assisting the City of Newburgh improve its critical wastewater infrastructure and, again, appreciate the confidence you have in our people. If you have any questions, please do not hesitate to call me at 518-250-7300 at your earliest convenience.

Sincerely,
Arcadis of New York, Inc.



Email: robert.ostapczuk@arcadis.com
Direct Line: 518-250-7304

CC. A. Brooks, Arcadis

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 10 WITH MICHELS CORPORATION FOR
A TIME EXTENSION TO THE CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, by Resolution No. 64-2022 of March 28, 2022, the City Council approved Change Order No. 2 with Michels Corporation for contract completion extension until September 30, 2022 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to authorized necessary as work which was scheduled for the Spring of 2021 could not be conducted due to supply chain issues which dictated the availability of necessary materials for the installation of the 12-inch DIP water main; and

WHEREAS, the project work is completed and an extension of time until November 30, 2022 is necessary to close out the project and complete final change orders and payments; the same being 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 City Manager be and he hereby is authorized to execute Change Order No. 10 with Michels Corporation for contract completion extension until November 30, 2022 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



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[Get Adobe Reader Now!](#)

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 12 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
DECREASING THE CONTRACT AMOUNT BY \$39,516.00**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, a revision to the unit cost quantity underruns reduced the contract amount by \$39,516.00 which requires a change order to the contract; the same being 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 City Manager be and he hereby is authorized to execute Change Order No. 12 with Michels Corporation reducing the contract amount by \$39,516.00 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

| | |
|----------------------------------|--|
| Description | The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek. |
| Prime Contractor | Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006 |
| Change Order | 12 |
| Status | Draft |
| Date Created | 04/26/2022 |
| Type | Clean-up Change Order |
| Summary | Balancing of Final Item Quantities |
| Change Order Description | This Order is written to balance balance outstanding underrun items (Item balancing were erroneously omitted for CO #9) and add quantity for items which were overrun in the course of competing the work. Work is complete as of 9/30/22. This Change Order will also balance the remaining value of Item 697.03. The Federal Share package is closed upon approval of this Change Order. |
| Awarded Project Amount | \$2,139,500.00 |
| Authorized Project Amount | \$2,785,368.99 |
| Change Order Amount | -\$39,516.00 |
| Revised Project Amount | \$2,745,852.99 |

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|---|--------------|------|------------|-----------------|-------------|----------|-------------|-----------|-------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| Section: 2 - Description | | | | | | | | | |
| 0190 | 402.128303 | TON | \$200.000 | 77.140 | \$15,428.00 | 1.600 | \$320.00 | 78.740 | \$15,748.00 |
| 12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION | | | | | | | | | |
| Reason: Additional Milling required for satisfactory completion of the work. Work performed on 9/30/33; Area = 171 sf; Thickness = 1.5" | | | | | | | | | |
| | | | | Funding Details | | | | | |
| City Fund Package | | | | 0.000 | \$0.00 | 0.000 | \$0.00 | 0.000 | \$0.00 |
| Default Fund Package | | | | 77.140 | \$15,428.00 | 1.600 | \$320.00 | 78.740 | \$15,748.00 |
| 0220 | 490.30 | SY | \$15.000 | 0.000 | \$0.00 | 19.000 | \$285.00 | 19.000 | \$285.00 |
| MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE | | | | | | | | | |
| Reason: Additional paving required for satisfactory completion of the work. Work performed on 9/30/33; Area = 171 sf | | | | | | | | | |
| | | | | Funding Details | | | | | |
| City Fund Package | | | | 0.000 | \$0.00 | 0.000 | \$0.00 | 0.000 | \$0.00 |
| Default Fund Package | | | | 0.000 | \$0.00 | 19.000 | \$285.00 | 19.000 | \$285.00 |
| 0350 | 595.50000018 | SF | \$12.000 | 2,700.000 | \$32,400.00 | -167.000 | -\$2,004.00 | 2,533.000 | \$30,396.00 |
| SHEET APPLIED WATERPROOF MEMBRANE | | | | | | | | | |
| Reason: Work item was completed as required by plans and specifications. Engineers Estimate was greater than required installed quantity. | | | | | | | | | |

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|--|----------|------|----------------------|------------|-------------|-------------|--------------|-----------|-------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| | | | Funding Details | | | | | | |
| | | | City Fund Package | 0.000 | \$0.00 | 0.000 | \$0.00 | 0.000 | \$0.00 |
| | | | Default Fund Package | 2,700.000 | \$32,400.00 | -167.000 | -\$2,004.00 | 2,533.000 | \$30,396.00 |
| 0460 | 607.0512 | LF | \$45.000 | 50.000 | \$2,250.00 | -50.000 | -\$2,250.00 | 0.000 | \$0.00 |
| VINYL COATED STEEL CHAIN-LINK FENCE ON PLASTIC COATED FRAMEWITH TOP RAIL 6 FEET HIGH | | | | | | | | | |
| Reason: Work Item was removed from contract, and items included in CO-5: Additional Fencing Limits and Modification to Site Fencing Installation | | | | | | | | | |
| | | | Funding Details | | | | | | |
| | | | City Fund Package | 0.000 | \$0.00 | 0.000 | \$0.00 | 0.000 | \$0.00 |
| | | | Default Fund Package | 50.000 | \$2,250.00 | -50.000 | -\$2,250.00 | 0.000 | \$0.00 |
| 0650 | 697.03 | DC | \$1.000 | 35,867.000 | \$35,867.00 | -35,867.000 | -\$35,867.00 | 0.000 | \$0.00 |
| FIELD CHANGE PAYMENT | | | | | | | | | |
| Reason: No Additional monies are required for completion of the contract. Value reduced to reflect final Federal Share Value. | | | | | | | | | |
| | | | Funding Details | | | | | | |
| | | | City Fund Package | 0.000 | \$0.00 | 0.000 | \$0.00 | 0.000 | \$0.00 |
| | | | Default Fund Package | 35,867.000 | \$35,867.00 | -35,867.000 | -\$35,867.00 | 0.000 | \$0.00 |
| 5 items | | | Totals | | \$85,945.00 | | -\$39,516.00 | | \$46,429.00 |

Funding Summary

| Fund Package | Original Amount | Authorized Amount | Proposed Change | Revised Amount |
|----------------------|-----------------|-------------------|-----------------|----------------|
| Default Fund Package | \$2,139,500.00 | \$2,752,457.49 | -\$39,516.00 | \$2,712,941.49 |
| City Fund Package | \$0.00 | \$32,911.50 | \$0.00 | \$32,911.50 |
| 2 fund packages | \$2,139,500.00 | \$2,785,368.99 | -\$39,516.00 | \$2,745,852.99 |

Attachments

| Document | Name | Description | Submission Date |
|---------------------|---------------------|-------------|-------------------------|
| CO-12_CAW_-_AEW.pdf | CO-12 CAW - AEW.pdf | | 10/11/2022 09:54 AM EDT |
| 1 attachment | | | |

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

City of Newburgh Purchase Order No.: 27155

Contractor Name: Michels Corporation

Change Order No. _____

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. _____ are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Heather Pietrasz, HVEA Engineers, Resident Engineer

Date

Jason C. Morris, PE

Date

City Engineer

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

10/11/2022

Page 5 of 5

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK

| | | | | | |
|---|--------|---|--|-----------------------------|--|
| Region # 08 | D03571 | PIN: | 8761.39 | AEW #: | 7 |
| County/Countries: Orange | | Date: | | 10/10/2022 | |
| Contract Description: Lake Drive over Quassaick Creek Bridge Replacement | | | | | |
| Engineer-in-Charge: Jason Morris, PE City of Newburgh Engineer | | | | Field Office Fax: NA | |
| Contractor: Michels Corporation | | | | | |
| Is Contract FHWA RFA or NCA? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | FHWA Concurrence Obtained? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A |
| Municipal/Local Share Involvement? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Sufficient Funding in Place? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Proposed Work within the Contract Limits? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Proposed work within the Contract Scope? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Significant Change? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Has Project Manager been Notified? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Contract Bid Amount: \$2,139,500.00 | | | Contract Current Amount: \$2,785,368.99 | | |
| Estimated Increase Due to this Change: \$605.00 | | | | | |
| Description of Proposed Extra Work: Additional work required to mill and pave for restoration of roadway after installation of hydrant connection. Change Order also included reduction of under run quantities and balancing of FCP (not shown). | | | | | |

Items Included in Description of Proposed Extra Work

| Item No. | Description | Unit of Measure | Original Bid Quantity | Authorized To Date Quantity | Added Quantity | Price Type | Unit Price |
|------------|---|-----------------|-----------------------|-----------------------------|----------------|------------|------------|
| 402.128303 | 12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION | Ton | 70.00 | 77.14 | 1.60 | Bid Price | \$200.00 |
| 490.30 | MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE | SY | 200.00 | 0.00 | 19.00 | Bid Price | \$15.00 |
| | | | | | | | |

☒ AEW has a value less than \$50,000 ☐ AEW has a value between \$50,000 & \$100,000 ☐ AEW has a value greater than \$100,000

| | |
|-----------------------|----------|
| Estimated AEW Total : | \$605.00 |
|-----------------------|----------|

RECOMMENDED:

Harish Patel HEAD ENGINEERS

Date: 10.10.22

APPROVED:

Date: _____

SECTION 1 - EXISTING CONTRACT ITEM:

Item Spec. No.: 402.128303

Unit Bid Price: \$200.00

Original Contract Quantity: 70.00

Prior Approved Quantity: 77.14

+ Change in Quantity: 1.60

= Revised Quantity: 78.74

Quantity Factor, X (Revised / Original) 1.12

If item was added to contract by prior CO or FCP, indicate #

Go to **SECTION 4**

Increase over Org. Cont. Amt: \$1,748.00

For Major or Minor Item scenarios, continue through all applicable questions until directed to a SECTION

Major Item (refer to Specifications Section 109-02 A):X ≤ 1.25, Go to **SECTION 4**X < 0.75 & new price NOT requested, Go To **SECTION 4**X > 1.25, Go To **SECTION 2**X > 1.25, Go To **SECTION 2**X < 0.75 & new price requested, Go To **SECTION 2** (Specifications Section 109-05 A).**Minor Item** (refer to Specifications Section 109-02 B):X ≤ 2.0 Go To **SECTION 4**X > 2.0 and ≤ \$5,000.00, Go To **SECTION 4**X > 2.0 and > \$5,000.00, Go To **SECTION 2** (Specifications Section 109-05 A)**SECTION 2 - NEW CONTRACT ITEM OR CONTINUATION OF EXISTING ITEM**

New Item Spec No.:

CO Quantity:

Quoted Unit Price:

Note: If existing/renewed, Go to **Step 1**. If new to Contract, Go To **Step 2**. If Force Account, Go to **SECTION 2B**.**A. Agreed Price Methods:**☐ **Step 1. ORIGINAL CONTRACT BID PRICE:**☐ a. Contractor agrees to work at the Original Contract Bid Price. Bid price is at or below the higher of the State or Regional WAAP (see Step 2 below) and is reasonable compensation for the quantity of added work: Include letter from Contractor on CO Header, Go To **SECTION 4**. (Note: since original bid, no new line item is required).☐ b. Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from Contractor, and supporting documentation for adjustments (need price analysis) on CO Header (this will result in new unit price and new line item #), Go To **SECTION 3**☐ **Step 2. WEIGHTED AVERAGE AWARDED PRICE (WAAP) COMPARISON:**<https://www.dot.ny.gov/pic>

Pay Items Catalog (PIC) Date: to

Regional WAAP:

used / yr.*

SW WAAP

used / yr.*

a) Is the quote / unit price at or below both averages?

☐ YES, Go To **SECTION 4** and Submit CO☐ NO, continue

b) Is the quote / unit price ≤ the higher the higher of the two averages?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 3**, if new item to Contract, Go to **Step 4**

*Note: there must be at least three (3) contracts in the used/yr category to use WAAP. Start with a date range that covers a one year period: begin with the date one year prior to when the work was done and end with the date one year later.

☐ **Step 3: COMPARISON TO AVERAGE OF 3 LOWEST BIDDERS:** For unusual circumstances or site conditions:

The average bid price for the Item by the three lowest bidders on the Contract

Average: \$0.00

Is the quote / unit price at or below the average?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 4**☐ **Step 4. PRICE ANALYSIS:**

Contractor submits a complete cost analysis in accordance with Specifications Section 109-05.

Include the cost analysis and supporting documentation (material quotes/invoices, service invoices, Equipment Watch pages, etc. in CO and Go To **SECTION 4****B. Force Account Work (FAW):**

Cannot agree on a price and work is essential. Proceed under the Force Account provisions of Specifications Section 109-05 B

☐ FAW - "Initial" included in this CO: Include an estimate of Labor, Materials, and Equipment required to complete the work☐ FAW - "Final" included in this CO: Include all Force Account Records (MURK forms, invoices, etc.)**SECTION 3 - PROJECT CONDITIONS / VARIANCE EXPLANATION:**Explain or document in detail the basis for recommending the Contractor's unit price (use additional pages if necessary). Go To **SECTION 4**.**SECTION 4 - UNIT PRICE JUDGEMENT:**

I have reviewed the unit price and/or cost analysis as submitted in this CO and consider it to be reasonable compensation for this item of work

Signature

DE, HEN KUNIGS

(EIC or CO Specialist)

Oct 10, 2022

Date

SECTION 1 - EXISTING CONTRACT ITEM:

Item Spec. No.: 490.30

Unit Bid Price: \$15.00

Original Contract Quantity: 200.00

Prior Approved Quantity: 0.00

+ Change in Quantity: 19.00

= Revised Quantity: 19.00

Quantity Factor, X (Revised / Original) 0.1

If item was added to contract by prior CO or FCP, indicate #

Go to **SECTION 4**

Increase over Org. Cont. Amt: (\$2,715.00)

For Major or Minor Item scenarios, continue through all applicable questions until directed to a SECTION

Major Item (refer to Specifications Section 109-02 A):X ≤ 1.25, Go to **SECTION 4**X < 0.75 & new price NOT requested, Go To **SECTION 4**X > 1.25, Go To **SECTION 2**X > 1.25, Go To **SECTION 2**X < 0.75 & new price requested, Go To **SECTION 2** (Specifications Section 109-05 A).**Minor Item** (refer to Specifications Section 109-02 B):X ≤ 2.0 Go To **SECTION 4**X > 2.0 and ≤ \$5,000.00, Go To **SECTION 4**X > 2.0 and > \$5,000.00, Go To **SECTION 2** (Specifications Section 109-05 A)**SECTION 2 - NEW CONTRACT ITEM OR CONTINUATION OF EXISTING ITEM**

New Item Spec No.:

CO Quantity:

Quoted Unit Price:

Note: If existing/renewed, Go to **Step 1**. If new to Contract, Go To **Step 2**. If Force Account, Go to **SECTION 2B**.**A. Agreed Price Methods:**☐ **Step 1. ORIGINAL CONTRACT BID PRICE:**☐ a. Contractor agrees to work at the Original Contract Bid Price. Bid price is at or below the higher of the State or Regional WAAP (see Step 2 below) and is reasonable compensation for the quantity of added work: Include letter from Contractor on CO Header, Go To **SECTION 4**. (Note: since original bid, no new line item is required).☐ b. Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from Contractor, and supporting documentation for adjustments (need price analysis) on CO Header (this will result in new unit price and new line item #), Go To **SECTION 3**☐ **Step 2. WEIGHTED AVERAGE AWARDED PRICE (WAAP) COMPARISON:**<https://www.dot.ny.gov/pic>

Pay Items Catalog (PIC) Date:

to

Regional WAAP:

used / yr.*

SW WAAP

used / yr.*

a) Is the quote / unit price at or below both averages?

☐ YES, Go To **SECTION 4** and Submit CO☐ NO, continue

b) Is the quote / unit price ≤ the higher the higher of the two averages?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 3**, if new item to Contract, Go to **Step 4**

*Note: there must be at least three (3) contracts in the used/yr category to use WAAP. Start with a date range that covers a one year period: begin with the date one year prior to when the work was done and end with the date one year later.

☐ **Step 3: COMPARISON TO AVERAGE OF 3 LOWEST BIDDERS:** For unusual circumstances or site conditions:

The average bid price for the Item by the three lowest bidders on the Contract

Average: \$0.00

Is the quote / unit price at or below the average?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 4**☐ **Step 4. PRICE ANALYSIS:**

Contractor submits a complete cost analysis in accordance with Specifications Section 109-05.

Include the cost analysis and supporting documentation (material quotes/invoices, service invoices, Equipment Watch pages, etc. in CO and Go To **SECTION 4****B. Force Account Work (FAW):**

Cannot agree on a price and work is essential. Proceed under the Force Account provisions of Specifications Section 109-05 B

☐ FAW - "Initial" included in this CO: Include an estimate of Labor, Materials, and Equipment required to complete the work☐ FAW - "Final" included in this CO: Include all Force Account Records (MURK forms, invoices, etc.)**SECTION 3 - PROJECT CONDITIONS / VARIANCE EXPLANATION:**Explain or document in detail the basis for recommending the Contractor's unit price (use additional pages if necessary). Go To **SECTION 4**.**SECTION 4 - UNIT PRICE JUDGEMENT:**

I have reviewed the unit price and/or cost analysis as submitted in this CO and consider it to be reasonable compensation for this item of work

Signature

RESIDENT ENG

(EIC or CO Specialist)

HENRY ENGINEERS

Oct 10, 2022

Date

Contract # LD035371
PIN 8761.39

Owner: City of Newburgh
Prime Contractor: Michels Corporation
Design/CI: HVEA Engineers

Change Order #12
Lake Drive over Quassaick Creek Bridge Replacement

| | | | |
|--|--|--------|------|
| Item # | 402.128303 | | |
| Item Description | 12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION | | |
| Unit Price | \$ | 200.00 | |
| Original Contract Authorized Quantity | 70 | TON | |
| Current Contract Authorized Quantity | 77.14 | TON | |
| Installed Quantity | 78.74 | TON | |
| Q Decrease to Authorized Quantity | 1.6 | TON | |
| Cost Difference to Authorized Quantity | \$ | 320.00 | |
| Quantity Factor, X | | | 1.12 |
| Explanation of Item Quantity Overrun | Milling and additional paving was required to for retortaion of the roadway after the installation of the hydrant connection to the watermain. Not a significant change. | | |
| Quantity/Cost Analysis | | | |
| Item Type | Minor Item | | |
| Significant Change | NO | | |

| | | | |
|--|--|--------|-----|
| Item # | 490.30 | | |
| Item Description | MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE | | |
| Unit Price | \$ | 15.00 | |
| Original Contract Authorized Quantity | 200 | SY | |
| Current Contract Authorized Quantity | 0 | SY | |
| Installed Quantity | 19 | SY | |
| Q Decrease to Authorized Quantity | 19 | SY | |
| Cost Difference to Authorized Quantity | \$ | 285.00 | |
| Quantity Factor, X | | | 0.1 |
| Explanation of Item Quantity Overrun | Milling and additional paving was required to for retortaion of the roadway after the installation of the hydrant connection to the watermain. Not a significant change. | | |
| Quantity/Cost Analysis | | | |
| Item Type | Minor Item | | |
| Significant Change | NO | | |

SECTION 1 - EXISTING CONTRACT ITEM:

Item Spec. No.: 607.0512

Unit Bid Price: \$45.00

Original Contract Quantity: 50.00

Prior Approved Quantity: 50.00

+ Change in Quantity: -50.00

= Revised Quantity: 0.00

Quantity Factor, X (Revised / Original) 0

If item was added to contract by prior CO or FCP, indicate #

Go to **SECTION 4**

Increase over Org. Cont. Amt: \$0.00

For Major or Minor Item scenarios, continue through all applicable questions until directed to a SECTION

Major Item (refer to Specifications Section 109-02 A):X ≤ 1.25, Go to **SECTION 4**X < 0.75 & new price NOT requested, Go To **SECTION 4**X > 1.25, Go To **SECTION 2**X > 1.25, Go To **SECTION 2**X < 0.75 & new price requested, Go To **SECTION 2** (Specifications Section 109-05 A).**Minor Item** (refer to Specifications Section 109-02 B):X ≤ 2.0 Go To **SECTION 4**X > 2.0 and ≤ \$5,000.00, Go To **SECTION 4**X > 2.0 and > \$5,000.00, Go To **SECTION 2** (Specifications Section 109-05 A)**SECTION 2 - NEW CONTRACT ITEM OR CONTINUATION OF EXISTING ITEM**

New Item Spec No.:

CO Quantity:

Quoted Unit Price:

Note: If existing/renewed, Go to **Step 1**. If new to Contract, Go To **Step 2**. If Force Account, Go to **SECTION 2B**.**A. Agreed Price Methods:**☐ **Step 1. ORIGINAL CONTRACT BID PRICE:**☐ a. Contractor agrees to work at the Original Contract Bid Price. Bid price is at or below the higher of the State or Regional WAAP (see Step 2 below) and is reasonable compensation for the quantity of added work: Include letter from Contractor on CO Header, Go To **SECTION 4**. (Note: since original bid, no new line item is required).☐ b. Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from Contractor, and supporting documentation for adjustments (need price analysis) on CO Header (this will result in new unit price and new line item #), Go To **SECTION 3**☐ **Step 2. WEIGHTED AVERAGE AWARDED PRICE (WAAP) COMPARISON:**<https://www.dot.ny.gov/pic>

Pay Items Catalog (PIC) Date:

to

Regional WAAP:

used / yr.*

SW WAAP

used / yr.*

a) Is the quote / unit price at or below both averages?

☐ YES, Go To **SECTION 4** and Submit CO☐ NO, continue

b) Is the quote / unit price ≤ the higher the higher of the two averages?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 3**, if new item to Contract, Go to **Step 4**

*Note: there must be at least three (3) contracts in the used/yr category to use WAAP. Start with a date range that covers a one year period: begin with the date one year prior to when the work was done and end with the date one year later.

☐ **Step 3: COMPARISON TO AVERAGE OF 3 LOWEST BIDDERS:** For unusual circumstances or site conditions:

The average bid price for the Item by the three lowest bidders on the Contract

Average: \$0.00

Is the quote / unit price at or below the average?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 4**☐ **Step 4. PRICE ANALYSIS:**

Contractor submits a complete cost analysis in accordance with Specifications Section 109-05.

Include the cost analysis and supporting documentation (material quotes/invoices, service invoices, Equipment Watch pages, etc. in CO and Go To **SECTION 4****B. Force Account Work (FAW):**

Cannot agree on a price and work is essential. Proceed under the Force Account provisions of Specifications Section 109-05 B

☐ FAW - "Initial" included in this CO: Include an estimate of Labor, Materials, and Equipment required to complete the work☐ FAW - "Final" included in this CO: Include all Force Account Records (MURK forms, invoices, etc.)**SECTION 3 - PROJECT CONDITIONS / VARIANCE EXPLANATION:**Explain or document in detail the basis for recommending the Contractor's unit price (use additional pages if necessary). Go To **SECTION 4**.**SECTION 4 - UNIT PRICE JUDGEMENT:**

I have reviewed the unit price and/or cost analysis as submitted in this CO and consider it to be reasonable compensation for this item of work

Signature

DE, WEABENGINEERS (EIC or CO Specialist)

Oct 10, 2022

Date

SECTION 1 - EXISTING CONTRACT ITEM:

Item Spec. No.: 595.50000018

Unit Bid Price: \$12.00

Original Contract Quantity: 2,700.00

Prior Approved Quantity: 2,700.00

+ Change in Quantity: -167.00

= Revised Quantity: 2,533.00

Quantity Factor, X (Revised / Original) 0.94

If item was added to contract by prior CO or FCP, indicate #

Go to **SECTION 4**

Increase over Org. Cont. Amt: (\$2,004.00)

For Major or Minor Item scenarios, continue through all applicable questions until directed to a SECTION

Major Item (refer to Specifications Section 109-02 A):X ≤ 1.25, Go to **SECTION 4**X < 0.75 & new price NOT requested, Go To **SECTION 4**X > 1.25, Go To **SECTION 2**X > 1.25, Go To **SECTION 2**X < 0.75 & new price requested, Go To **SECTION 2** (Specifications Section 109-05 A).**Minor Item** (refer to Specifications Section 109-02 B):X ≤ 2.0 Go To **SECTION 4**X > 2.0 and ≤ \$5,000.00, Go To **SECTION 4**X > 2.0 and > \$5,000.00, Go To **SECTION 2** (Specifications Section 109-05 A)**SECTION 2 - NEW CONTRACT ITEM OR CONTINUATION OF EXISTING ITEM**

New Item Spec No.:

CO Quantity:

Quoted Unit Price:

Note: If existing/renegeotiated, Go to **Step 1**. If new to Contract, Go To **Step 2**. If Force Account, Go to **SECTION 2B**.**A. Agreed Price Methods:**☐ **Step 1. ORIGINAL CONTRACT BID PRICE:**☐ a. Contractor agrees to work at the Original Contract Bid Price. Bid price is at or below the higher of the State or Regional WAAP (see Step 2 below) and is reasonable compensation for the quantity of added work: Include letter from Contractor on CO Header, Go To **SECTION 4**. (Note: since original bid, no new line item is required).☐ b. Contractor agrees to work at the Original Contract Bid Price adjusted for documented changes in material costs, equipment rates, mobilization, and/or site conditions, and bid price is reasonable compensation for the quantity of added work: include letter from Contractor, and supporting documentation for adjustments (need price analysis) on CO Header (this will result in new unit price and new line item #), Go To **SECTION 3**☐ **Step 2. WEIGHTED AVERAGE AWARDED PRICE (WAAP) COMPARISON:**<https://www.dot.ny.gov/pic>

Pay Items Catalog (PIC) Date:

to

Regional WAAP:

used / yr.*

SW WAAP

used / yr.*

a) Is the quote / unit price at or below both averages?

☐ YES, Go To **SECTION 4** and Submit CO☐ NO, continue

b) Is the quote / unit price ≤ the higher the higher of the two averages?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 3**, if new item to Contract, Go to **Step 4**

*Note: there must be at least three (3) contracts in the used/yr category to use WAAP. Start with a date range that covers a one year period: begin with the date one year prior to when the work was done and end with the date one year later.

☐ **Step 3: COMPARISON TO AVERAGE OF 3 LOWEST BIDDERS:** For unusual circumstances or site conditions:

The average bid price for the Item by the three lowest bidders on the Contract

Average: \$0.00

Is the quote / unit price at or below the average?

☐ YES, Go To **SECTION 3**☐ NO, Go To **Step 4**☐ **Step 4. PRICE ANALYSIS:**

Contractor submits a complete cost analysis in accordance with Specifications Section 109-05.

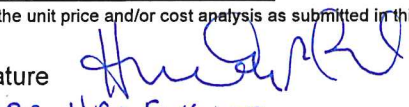
Include the cost analysis and supporting documentation (material quotes/invoices, service invoices, Equipment Watch pages, etc. in CO and Go To **SECTION 4****B. Force Account Work (FAW):**

Cannot agree on a price and work is essential. Proceed under the Force Account provisions of Specifications Section 109-05 B

☐ FAW - "Initial" included in this CO: Include an estimate of Labor, Materials, and Equipment required to complete the work☐ FAW - "Final" included in this CO: Include all Force Account Records (MURK forms, invoices, etc.)**SECTION 3 - PROJECT CONDITIONS / VARIANCE EXPLANATION:**Explain or document in detail the basis for recommending the Contractor's unit price (use additional pages if necessary). Go To **SECTION 4**.**SECTION 4 - UNIT PRICE JUDGEMENT:**

I have reviewed the unit price and/or cost analysis as submitted in this CO and consider it to be reasonable compensation for this item of work

Signature


 PE, HGA-ENG, Inc. (EIC or CO Specialist)

Oct 10, 2022

Date

Contract # LD035371
PIN 8761.39

Owner: City of Newburgh
Prime Contractor: Michels Corporation
Design/CI: HVEA Engineers

Change Order #12
Lake Drive over Quassaick Creek Bridge Replacement

| | |
|---|---|
| Item # | 607.0512 |
| Item Description | VINYL COATED STEEL CHAIN-LINK FENCE ON PLASTIC COATED FRAME WITH TOP RAIL 6 FEET HIGH |
| Unit Price | \$ 45.00 |
| Original Contract Authorized Quantity | 50 LF |
| Current Contract Authorized Quantity | 50 LF |
| Installed Quantity | 0 LF |
| Q Decrease to Authorized Quantity | -50 LF |
| Cost Difference to Authorized Quantity | \$ (2,250.00) |
| Quantity Factor, X | 0 |
| Explanation of Item Quantity Underrun | Item removed from contract as fencing limits and installation modifications were necessary to secure the project site. New contract Items 950.06 and 950.0601. Work to be performed per 607.06400016. |
| Quantity/Cost Analysis | |
| Item Type | Minor Item |
| Significant Change | NO |

| | |
|---|---|
| Item # | 595.50000018 |
| Item Description | SHEET APPLIED WATERPROOF MEMBRANE |
| Unit Price | \$ 12.00 |
| Original Contract Authorized Quantity | 2700 SF |
| Current Contract Authorized Quantity | 2700 SF |
| Installed Quantity | 2533 SF |
| Q Decrease to Authorized Quantity | -167 SF |
| Cost Difference to Authorized Quantity | \$ (2,004.00) |
| Quantity Factor, X | 0.94 |
| Explanation of Item Quantity Underrun | Work item was completed as required by plans and specifications. Engineers Estimate was greater than required installed quantity. Final quantity based on installed work. |
| Quantity/Cost Analysis | |
| Item Type | Major Item |
| Significant Change | NO |

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 13 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
FOR \$912.08 IN NON-FEDERAL REIMBURSABLE COSTS**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, payment of \$912.08 in non-federal reimbursable costs related to the stabilization of the flood wall requires a change order to the contract; and

WHEREAS, funding for such costs shall be derived from derived from the OCTC TIP Reserve Fund and the 2016 BAN; the same being 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 City Manager be and he hereby is authorized to execute Change Order No. 13 with Michels Corporation for payment of \$912.08 in non-federal reimbursable costs under the contract in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

| | |
|----------------------------------|--|
| Description | The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek. |
| Prime Contractor | Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006 |
| Change Order | 13 |
| Status | Draft |
| Date Created | 10/10/2022 |
| Type | New Items |
| Summary | Compensation for City Share of DSC-4 |
| Change Order Description | <p>As identified by Michels Corporation in submission of supporting documents associated with DSC-4 Flood Wall Conflict, Michles Corporation purchased materials to be incorporated into the work, although due to existing conditions of the flood wall located within the footprint of the western pile cap, modification for the pile cap was required. The modification of the pile cap led to a reduction of reinforcing steel necessary to satisfactorily complete the work..</p> <p>The NYSDOT LPU review of the documentation did not accept the inefficient salvage of the material, and was deemed non-reimbursable with federal funding. The City of Newburgh has accepted the repayment of monies due Michels Corporation and Item 950.1901 is added to the Contract in the City Share.</p> <p>As discussed in Section 109-08 ELIMINATED MATERIALS, and as there was no salvage of the materials not incorporated into the work, the value of the material previously identified in the DSC-4 Compensation Package (\$868.65) will be reimbursed at the value of the material plus 5% (Overhead and profit). The value of new Contract Item 950.1901 is \$ 912.08.</p> |
| Awarded Project Amount | \$2,139,500.00 |
| Authorized Project Amount | \$2,785,368.99 |
| Change Order Amount | \$912.08 |

Revised Project Amount \$2,786,281.07

New Items

| Line Number | Item ID | Unit | Quantity | Unit Price | Extension |
|--|----------|------|-----------------|------------|-----------------|
| Section: 2 - Description | | | | | |
| 0790 | 950.1901 | DC | 912.080 | \$1.000 | \$912.08 |
| Miscellaneous: Flood Wall Stabilization - Eliminated Materials | | | | | |
| Reason: Reimbursement for Eliminated Materials | | | | | |
| | | | Funding Details | | |
| City Fund Package | | | 912.080 | \$1.000 | \$912.08 |
| 1 item | | | | | Total: \$912.08 |

Funding Summary

| Fund Package | Original Amount | Authorized Amount | Proposed Change | Revised Amount |
|----------------------|-----------------|-------------------|-----------------|----------------|
| Default Fund Package | \$2,139,500.00 | \$2,752,457.49 | \$0.00 | \$2,752,457.49 |
| City Fund Package | \$0.00 | \$32,911.50 | \$912.08 | \$33,823.58 |
| 2 fund packages | \$2,139,500.00 | \$2,785,368.99 | \$912.08 | \$2,786,281.07 |

Attachments

| Document | Name | Description | Submission Date |
|---------------------------------|---------------------------------|-------------|-------------------------|
| Excluded_Materials_From_CO3.pdf | Excluded Materials From CO3.pdf | | 10/11/2022 10:10 AM EDT |
| 1 attachment | | | |

DRAFT

(Sponsor) Certificate of Recommended Order on Contract

PIN 8761.39

LD 035371

City of Newburgh Purchase Order No.: 27155

Contractor Name: **Michels Corporation**

Change Order No. _____

I, Heather Pietrasz, hereby certify that I am the officially designated project manager of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in this Change Order No. _____ are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by statute, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Heather Pietrasz, HVEA Engineers, Resident Engineer

Date

Jason C. Morris, PE

Date

City Engineer

Responsible Local Official of City of Newburgh, Sponsor

Change Order Details:

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

10/11/2022

Page 4 of 4

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

FORCE ACCOUNT COVER SHEET

MURK 2020

(7/20)

| Enter Information in the unshaded (white) cells ONLY | |
|--|----------------------------|
| Region: | 8 |
| Contract Number: | LD035371 |
| Contractor Name: | Michels Corporation |
| Contractor Role: | Prime Contractor |
| Item Number: | 950.1901 |
| Work Description: | Floodwall-Footing Conflict |
| Dates | |
| Work Started: | 10/7/2020 |
| Work Completed: | 4/8/2021 |
| Date Submitted: | 4/20/2021 |
| Submitted By: | Hamed S Nejad |
| EIC or Designee Name: | Jason Morris |
| Force Account Rates | |
| Standard Labor Markup: | 12.5% |
| Cash Fringe Markup (Only for Fringes paid in cash/payroll check): | 6.4% |
| Worker's Compensation Policy Start Date: | 2/1/2021 |
| Worker's Compensation Rate Year (Begins 7/1 - Ends 6/30 of Next Year): | 2020 |
| Construction Employment Payroll Limitation (CEPL) Program Applicable: | YES |
| Construction Employment Payroll Limitation (CEPL) Program Weekly Limit: | \$1,450.17 |
| Worker's Compensation Insurance Rate: | 13.73% |
| Required Insurances (CGL, Umbrella, Special Protective, etc.) Cost Basis Payroll or Total Sales: | - Payroll |
| Required Insurances Rate: | 3.16% |
| Overhead and Profit - Labor: | 20.00% |
| Overhead and Profit - Materials: | 20.00% |
| Overhead and Profit - Equipment: | 20.00% |
| Added Insurances (CGL, Umbrella, Special Protective, etc.) Cost Basis Payroll or Total Sales: | - Total Sales |
| Added Insurance Rate (Prime for Subcontracted Work): | 3.16% |
| Total Sheets Submitted (Including Cover): | |
| 9 | |
| NOTE: This spreadsheet applies to contracts with Lettings of January 2016 and later. It will be updated annually to incorporate new Workers Compensation Limits, which are typically issued in April and effective for the WC Rate Year (7/1 - 6/30). | |

| | | |
|--------------------------|-----------------------------------|---|
| Contract No. LD035371 | Contractor Michels Corporation | Item No. 950.1901 Floodwall-Footing Conflict |
|--------------------------|-----------------------------------|---|

[illegible]

| EQUIPMENT | |
|------------------------|------------------|
| Sheet | Cost |
| 23-1 | \$ 646.45 |
| | |
| | |
| | |
| | |
| | |
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| | |
| | |
| | |
| | |
| | |
| WZTC Devices | \$ - |
| | |
| | |
| | |
| Equip Subtotal | \$ 646.45 |
| P&O on Equip | \$ 129.29 |
| Total Equipment | \$ 775.74 |

| INSURANCE | |
|----------------|----------|
| Basis | Payroll |
| Insurance Rate | 3.16% |
| Cost Basis | \$986.66 |

| SERVICES | |
|-----------------------|-------------------|
| Services | \$6,011.24 |
| P. & O. (5%) | \$300.56 |
| Total Services | \$6,311.80 |

| ADDED INSURANCE FOR SUBCONTRACTED WORK | |
|---|-------------|
| Insurance Rate | 0.00% |
| Cost Basis | \$13,728.23 |

Date _____

Date _____

ENGINEER CERTIFICATION: Materials invoices, equipment rates from Equipment Watch Cost Recovery, and insurance back up have been verified. The costs are found to be reasonable and accurate for the work performed.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
WEEKLY SUMMARY OF FORCE ACCOUNT LABOR**

Pay Period Ending 10/4/2020

2020 Workers' Compensation Limit =
Workers' Compensation Rate

\$1,450.17
13.73%

Sheet 3 of 9
WC Insurance (J) = WC Rate * Gross Wages (up to WC Limit)

| Contract No. LD035371 | | | Contractor Michels Corporation | | | | | | | Item No. and Description 950.1901 Floodwall-Footing Conflict | | | |
|--------------------------|--------------------------------|---------------|-----------------------------------|--------------|----------------|----------------|-----------------------|---------------|--------------------|--|-------------------------------|----------------------------|-------------------------|
| ID No. | Employee Last Name, First Name | Trade & Group | A | B | C | D | E | F | G | H | I | J | K |
| | | | Hourly Rates | | | | Hours for Period | | Cash Fringe Amount | Gross Wages (AxE)+(BxF) | Employee WC Wages G+H-Prem OT | WC Insurance (I x WC Rate) | Fringes (C x E)+(D x F) |
| | | | Regular Rate | Premium Rate | Regular Fringe | Premium Fringe | Regular Hours | Premium Hours | | | | | |
| L-1 | Lay, Robert | L1556, GFM | \$ 61.93 | \$ 92.90 | \$ 53.07 | \$ 53.07 | 0.00 | | | \$ - | \$ - | \$ - | \$ - |
| L-2 | Kirwan, Joseph | L825, OEA | \$ 54.82 | \$ 82.23 | \$ 34.50 | \$ 51.75 | 0.00 | | | \$ - | \$ - | \$ - | \$ - |
| L-3 | Manheim, Donald | L1556, DBJ | \$ 55.93 | \$ 83.90 | \$ 53.07 | \$ 53.07 | 0.00 | | | \$ - | \$ - | \$ - | \$ - |
| L-4 | Chambers, Ephraim | L17, L2 | \$ 40.00 | \$ 60.00 | \$ 29.85 | \$ 29.85 | 0.00 | | | \$ - | \$ - | \$ - | \$ - |
| L-5 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-6 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-7 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-8 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-9 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-10 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-11 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-12 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-13 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-14 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-15 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-16 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| Checked By: _____ | | | | | | | Totals for Pay Period | | 0.00 | 0.00 | \$ - | \$ - | \$ - |

Labor rates have been verified with certified payrolls and prevailing wage schedules

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
WEEKLY SUMMARY OF FORCE ACCOUNT LABOR

Pay Period Ending 10/11/2020

2020 Workers' Compensation Limit =
 Workers' Compensation Rate

\$1,450.17
 13.73%

Sheet 4 of 9
 WC Insurance (J) = WC Rate * Gross Wages (up to WC Limit)

| Contract No. | | | Contractor | | | | | | | Item No. and Description | | | |
|-----------------------|--------------------------------|---------------|---------------------|--------------|----------------|----------------|------------------|---------------|--------------------|--|-------------------------------|----------------------------|-------------------------|
| LD035371 | | | Michels Corporation | | | | | | | 950.1901 Floodwall-Footing Conflict | | | |
| ID No. | Employee Last Name, First Name | Trade & Group | Hourly Rates | | | | Hours for Period | | Cash Fringe Amount | Gross Wages (AxE)+(BxF) | Employee WC Wages G+H-Prem OT | WC Insurance (I x WC Rate) | Fringes (C x E)+(D x F) |
| | | | Regular Rate | Premium Rate | Regular Fringe | Premium Fringe | Regular Hours | Premium Hours | | | | | |
| L-1 | Lay, Robert | L1556, GFM | \$ 61.93 | \$ 92.90 | \$ 53.07 | \$ 53.07 | 4.00 | | | \$ 247.72 | \$ 247.72 | \$ 34.01 | \$ 212.28 |
| L-2 | Kirwan, Joseph | L825, OEA | \$ 54.82 | \$ 82.23 | \$ 34.50 | \$ 51.75 | 4.00 | | | \$ 219.28 | \$ 219.28 | \$ 30.11 | \$ 138.00 |
| L-3 | Manheim, Donald | L1556, DBJ | \$ 55.93 | \$ 83.90 | \$ 53.07 | \$ 53.07 | 4.00 | | | \$ 223.72 | \$ 223.72 | \$ 30.72 | \$ 212.28 |
| L-4 | Chambers, Ephraim | L17, L2 | \$ 40.00 | \$ 60.00 | \$ 29.85 | \$ 29.85 | 2.00 | | | \$ 80.00 | \$ 80.00 | \$ 10.98 | \$ 59.70 |
| L-5 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-6 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-7 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-8 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-9 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-10 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-11 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-12 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-13 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-14 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-15 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| L-16 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - |
| Totals for Pay Period | | | | | | | 14.00 | 0.00 | \$ - | \$ 770.72 | \$ 770.72 | \$ 105.82 | \$ 622.26 |

Checked By: _____

Labor rates have been verified with certified payrolls and prevailing wage schedules

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
WEEKLY SUMMARY OF FORCE ACCOUNT LABOR**

Pay Period Ending 4/4/2021

2020 Workers' Compensation Limit =
Workers' Compensation Rate

\$1,450.17
13.73%

Sheet 5 of 9
WC Insurance (J) = WC Rate * Gross Wages (up to WC Limit)

| Contract No. | | | | | Contractor | | | | | Item No. and Description | | | | | |
|-------------------|--------------------------------|---------------|--------------|--------------|---------------------|----------------|-----------------------|---------------|--------------------|--|-------------------------------|----------------------------|-------------------------|----------|----------|
| LD035371 | | | | | Michels Corporation | | | | | 950.1901 Floodwall-Footing Conflict | | | | | |
| | | | A | B | C | D | E | F | G | H | I | J | K | | |
| ID No. | Employee Last Name, First Name | Trade & Group | Hourly Rates | | | | Hours for Period | | Cash Fringe Amount | Gross Wages (AxE)+(BxF) | Employee WC Wages G+H-Prem OT | WC Insurance (I x WC Rate) | Fringes (C x E)+(D x F) | | |
| | | | Regular Rate | Premium Rate | Regular Fringe | Premium Fringe | Regular Hours | Premium Hours | | | | | | | |
| L-1 | McLeroy,Chris | L157, JM | 58.93 | 88.40 | \$ 33.30 | \$ 33.30 | 2.00 | 0.00 | \$ - | \$ 117.86 | \$ 117.86 | \$ 16.18 | \$ 66.60 | | |
| L-2 | Wimberly, Shaquile | L279,A1 | 20.56 | 30.84 | \$ 24.05 | \$ 24.05 | 0.50 | 0.00 | \$ - | \$ 10.28 | \$ 10.28 | \$ 1.41 | \$ 12.03 | | |
| L-3 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-4 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-5 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-6 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-7 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-8 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-9 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-10 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-11 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-12 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-13 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-14 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-15 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-16 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| Checked By: _____ | | | | | | | Totals for Pay Period | | 2.50 | 0.00 | \$ - | \$ 128.14 | \$ 128.14 | \$ 17.59 | \$ 78.63 |

Labor rates have been verified with certified payrolls and prevailing wage schedules

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
WEEKLY SUMMARY OF FORCE ACCOUNT LABOR**

Pay Period Ending 4/11/2021

2020 Workers' Compensation Limit =
Workers' Compensation Rate

\$1,450.17
13.73%

Sheet 6 of 9
WC Insurance (J) = WC Rate * Gross Wages (up to WC Limit)

| Contract No. | | | | | Contractor | | | | | Item No. and Description | | | | | |
|-------------------|--------------------------------|---------------|--------------|--------------|---------------------|----------------|-----------------------|---------------|--------------------|--|-------------------------------|----------------------------|-------------------------|---------|----------|
| LD035371 | | | | | Michels Corporation | | | | | 950.1901 Floodwall-Footing Conflict | | | | | |
| | | | A | B | C | D | E | F | G | H | I | J | K | | |
| ID No. | Employee Last Name, First Name | Trade & Group | Hourly Rates | | | | Hours for Period | | Cash Fringe Amount | Gross Wages (AxE)+(BxF) | Employee WC Wages G+H-Prem OT | WC Insurance (I x WC Rate) | Fringes (C x E)+(D x F) | | |
| | | | Regular Rate | Premium Rate | Regular Fringe | Premium Fringe | Regular Hours | Premium Hours | | | | | | | |
| L-1 | Smith, Mark | L279,JM | \$ 39.02 | \$ 58.53 | \$ 33.30 | \$ 33.30 | 0.00 | 0.75 | | \$ 43.90 | \$ 29.27 | \$ 4.02 | \$ 24.98 | | |
| L-2 | Sanchez, Miguel | L279,JM | \$ 39.02 | \$ 58.53 | \$ 33.30 | \$ 33.30 | 0.00 | 0.75 | | \$ 43.90 | \$ 29.27 | \$ 4.02 | \$ 24.98 | | |
| L-3 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-4 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-5 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-6 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-7 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-8 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-9 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-10 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-11 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-12 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-13 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-14 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-15 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| L-16 | | | | | | | | | | \$ - | \$ - | \$ - | \$ - | | |
| Checked By: _____ | | | | | | | Totals for Pay Period | | 0.00 | 1.50 | \$ - | \$ 87.80 | \$ 58.53 | \$ 8.04 | \$ 49.95 |

Checked By: _____

Labor rates have been verified with certified payrolls and prevailing wage schedules

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY OF MATERIALS**

Sheet 7 of 9

| Contract No. LD035371 | | Contractor Michels Corporation | | | | | Item No. and Description 950.1901 Floodwall-Footing Conflict | | | | |
|--------------------------|----------------------|-----------------------------------|-------------|-----------------|----------|-----------|--|--------------|------|--------------|--|
| ID No. | Material Description | Contractor Stock | Invoice No. | Unit Of Measure | A | B | C | D | E | F | |
| M-1 | Structural Timber | <input type="checkbox"/> | 975-02 | EA | 5.00 | \$ 95.40 | \$ 477.00 | | \$ - | \$ 477.00 | |
| M-2 | HP Concrete | <input type="checkbox"/> | 359101 | CY | 2.00 | \$ 155.00 | \$ 310.00 | | \$ - | \$ 310.00 | |
| M-3 | Pile Casing-15' | <input type="checkbox"/> | 4088-1 | EA | 3.00 | \$ 445.00 | \$ 1,335.00 | | \$ - | \$ 1,335.00 | |
| M-4 | Pile Casing-5' | <input type="checkbox"/> | 4088-1 | EA | 3.00 | \$ 175.00 | \$ 525.00 | | \$ - | \$ 525.00 | |
| M-5 | Rebar Eliminated | <input type="checkbox"/> | | LB | 1,484.87 | \$ 0.59 | \$ 868.65 | | \$ - | \$ 868.65 | |
| M-6 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-7 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-8 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-9 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-10 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-11 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-12 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-13 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-14 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-15 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-16 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-17 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| M-18 | | <input type="checkbox"/> | | | | | \$ - | | \$ - | \$ - | |
| Checked By: _____ | | | | | | | Total | \$ -3,515.65 | \$ - | \$ -3,515.65 | |

Checked By: _____

2647.00

2647.00

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY OF EQUIPMENT**

Sheet 8 of 9

| Contract No. LD035371 | | | | | Contractor Michels Corporation | | | | Item No. and Description 950.1901 Floodwall-Footing Conflict | | | |
|--------------------------|------------|----------------|--------------|------------|-----------------------------------|---------------|-----------------------------|------------------------|--|-------------------------|----------------------|------------------|
| | | | | | A | B | C | D | E | F | G | H |
| ID No. | Model Year | Equipment Type | Manufacturer | Model No. | Hours In Use or Required | Standby Hours | Blue Book Monthly w/Factors | Ownership Rate C / 176 | Ownership Cost Ax D+(BxD/2) | Operating Rate per Hour | Operating Cost A x F | Total Cost E + G |
| E-1 | 2020 | Excavator | Komatsu | PC360LC-11 | 4.0 | 0.0 | \$16,102.80 | \$91.49 | \$365.97 | \$70.12 | \$280.48 | \$646.45 |
| E-2 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-3 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-4 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-5 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-6 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-7 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-8 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-9 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-10 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-11 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-12 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-13 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-14 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-15 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-16 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-17 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| E-18 | | | | | | | | \$0.00 | \$0.00 | | \$0.00 | \$0.00 |
| Checked By: _____ | | | | | | | | Total | \$365.97 | | \$280.48 | \$646.45 |

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY OF SERVICES**

Sheet 9 of 9

| | | | |
|--------------------------|--------------------|--|--|
| Contract No. LD035371 | | Contractor Michels Corporation | Item No. and Description 950.1901 Floodwall-Footing Conflict |
| ID No. | Service Provider | Service | Cost |
| S-1 | New York Geomatics | Survey and reset footing | \$2,897.24 |
| S-2 | AAA Rebar | Cut and Bend Rebar for Adjusted footing & Wingwall | \$3,114.00 |
| S-3 | | | |
| S-4 | | | |
| S-5 | | | |
| S-6 | | | |
| S-7 | | | |
| S-8 | | | |
| S-9 | | | |
| S-10 | | | |
| S-11 | | | |
| S-12 | | | |
| S-13 | | | |
| S-14 | | | |
| S-15 | | | |
| Checked By: _____ | | | Total for Period \$6,011.24 |

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AMENDING RESOLUTION NO. 68-2022 AND AUTHORIZING
CHANGE ORDER NO. 6 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
INCREASING THE CONTRACT AMOUNT BY \$231,512.18**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, by Resolution No. 68-2022 of March 28, 2022, the City Council approved Change Order No. 6 with Michels Corporation adding \$242,588.17 to the contract in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39); and

WHEREAS, the additional costs related to the purchase and installation of new 12-inch water main on the project site added \$231,512.18 to the contract which requires an amendment to Resolution No. 68-2022 which approved Change Order No. 6 to the contract; the same being 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 Resolution No. 68-2022 of March 28, 2022 be and is hereby amended to approve Change Order No. 6 with Michels Corporation adding \$231,512.18 to the contract in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).

RESOLUTION NO.: 68 - 2022

OF

MARCH 28, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 6 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)
INCREASING THE CONTRACT AMOUNT BY \$242,588.17

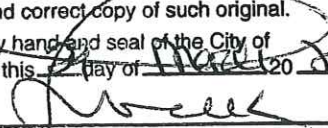
WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, additional costs related to the purchase and installation of new 12 inch water main on the project site added \$242,588.17 to the contract which requires a change order to the contract; the same being 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 City Manager be and he hereby is authorized to execute Change Order No. 6 with Michels Corporation adding \$242,588.17 to the contract in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 3/28/22
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 28 day of March 2022


City Clerk

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION DECLARING WATER DEPARTMENT AND
DEPARTMENT OF PUBLIC WORKS VEHICLES AND RECREATION DEPARTMENT
AND POLICE DEPARTMENT EQUIPMENT AS SURPLUS**

WHEREAS, the City of Newburgh Water Department possesses one 2002 Dodge RAM 2500 pick-up truck and one 2004 GMC Sierra pick-up truck, which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses one 1989 Chevrolet pick-up truck, one 1995 Chevrolet pick-up truck, one 1991 GMC bucket truck, one 2003 Ford Ranger pick-up truck, two 2005 Dodge RAM pick-up trucks, one Ford 8-foot Ford pick-up bed, one 2006 Dodge RAM 3500 dump truck, one 2007 Dodge RAM 3500 dump truck, and two 1999 International 4900 dump trucks, which are no longer of use to the City; and

WHEREAS, the City of Newburgh Recreation Department possesses one Ford 1910 tractor, which is no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possesses 16 used tires, which are no longer of use to the City; and

WHEREAS, the City Departments have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus 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 vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: _____-2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK
TO DELETE ONE DESKTOP TECHNICIAN POSITION AND
ADD ONE IT SYSTEMS ADMINISTRATOR IN THE IT DEPARTMENT**

WHEREAS, the City Manager proposes to delete one Desktop Technician position and add one IT Systems Administrator position to improve the efficiency of the IT Department; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2022 be amended to delete one Desktop Technician position and add one IT Systems Administrator position, pending classification by the City of Newburgh Civil Service Commission, in the IT Department.

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**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.



Orange County Water Authority
124 Main Street
Goshen, New York 10924

Phone: (845) 615-3868
orangecountygov.com/Water-Authority

October 24, 2022



Dear Mayors and Supervisors,

With support from the Orange County Legislature and Orange County Executive, we are pleased to announce we have once again allocated funding to help municipalities throughout Orange County, NY conserve and protect their water supply systems and resources through leak detection surveys.

Applications are being accepted through November 21st.

Leak detection is the easiest and most cost-effective water conservation technique. An undetected leak may waste thousands of gallons of water per day before it is found and repaired. Since 2001, OCWA's Leak Detection Survey Program has proven to serve a great benefit to participating municipalities. In 2019-2020, this program detected 141 leaks that were losing a total of 627,400 gallons per day in 19 of our 21 participating municipalities. With leaks repaired, that is an annual savings of approximately \$4.2 million. OCWA is currently soliciting contractors through a competitive process to provide this service **at no cost to your municipality.**

To request a leak detection survey of your municipal water supply system or a portion thereof, please complete the enclosed "2022 Leak Detection Program Application" and submit it to our agency 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.

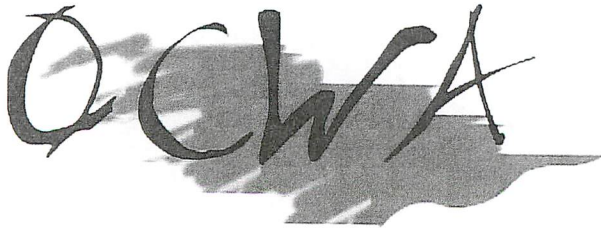
We are looking forward to working with you. Should you have any questions, please feel free to contact our Administrator, Eenika Cruz at 845-615-3868, ocwa@orangecountygov.com.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Alan Sorensen', written over a horizontal line.

Alan Sorensen
Executive Director

Cc: municipal water system operator / public works department



Orange County Water Authority
124 Main Street
Goshen, New York 10924

Phone: (845) 615-3868
orangecountygov.com/Water-Authority

October 24, 2022

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To request a leak detection survey of your municipal water supply system or a portion thereof, please complete the enclosed "2022 Leak Detection Program Application" and submit it to our agency 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.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alan Sorensen', is written over a light blue horizontal line.

Alan Sorensen
Executive Director

Cc: municipal water system operator / public works department

ORANGE COUNTY WATER AUTHORITY



2022 LEAK DETECTION PROGRAM APPLICATION

APPLICANT

Municipality: _____

Mayor or Supervisor: _____

Telephone: _____ Email: _____

AUTHORIZED CONTACT (Water Supt, Commissioner, Engineer, Other)

Name: _____ Title: _____

Telephone #: _____ E-Mail: _____

GENERAL INFORMATION

_____ How many miles of water mains does your municipality have

_____ How many miles of water mains are you requesting to be surveyed

____ Yes / No ____ Are you aware of (or suspect) any current leaks?

SUBMISSION AND DEADLINE

Submit 1 application per municipality no later than 4:00 PM on **Monday, November 21, 2022** to **ocwa@orangecountygov.com** (Digital application encouraged) or mail to OCWA, 124 Main Street, Goshen, NY 10924.

Direct questions to:

Eenika Cruz, OCWA Administrator

845-615-3868 or email ocwa@orangecountygov.com.

MUNICIPAL ASSURANCE

The undersigned acknowledges they have the authority to sign on behalf of the applicant and confirms they have an obligation to expeditiously repair any leaks discovered during the OCWA Leak Detection Survey or to reimburse OCWA the cost of the survey if leaks are not repaired in a timely manner.

Signature

Date

RESOLUTION NO. _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 46 LUTHERAN STREET
(SECTION 29, BLOCK 4, LOT 34) IN THE CITY OF NEWBURGH
UNTIL AUGUST 15, 2023**

WHEREAS, the City of Newburgh did convey the premises located at 46 Lutheran Street, more accurately described as Section 29, Block 4, Lot 34 on the Official Tax Map of the City of Newburgh, by deed dated May 15, 2019; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about November 15, 2020; and

WHEREAS, the owner of the property, 46 Lutheran Street, LLC (by Julian Mann, managing member), stated it would be unable to comply with the November 15, 2020 deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant an extension of time to rehabilitate the premises;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 46 Lutheran Street, LLC is granted an extension to rehabilitate the premises known as 46 Lutheran Street in the City of Newburgh until August 15, 2023.



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: Charlotte Mountain, Code Compliance Supervisor

DATE: October 17, 2022

SUBJECT: 46 Lutheran Street, Request for Extension to Rehabilitate

This office received a request for an extension of time to rehabilitate the property on September 20, 2022.

The property file was reviewed. The property owner has received the following permits:

1. Residential Rehab 2019-00810, Issued Date 06/13/2019, Expiration Date 12/13/2019
2. Plumbing 2020-00945, Issued Date 07/29/2020, Expiration Date 7/29/2021
3. Residential Repair 2020-00957, Issued Date 08/03/2020, Expiration Date 2/03/2021
4. Electrical E20-166, Issued Date 08/11/2020, Expiration Date 2/11/2021
5. Electrical E21-105, Issued Date, 05/03/2021, Expiration Date 11/03/2021

None of these permits were closed, but have been invalidated due to permit expiration.

This office conducted a site visit on October 17, 2022.

Based upon the site visit, the project is approximately 60 percent complete. In conjunction with the review of the file, the property owner's request for an extension of one year is reasonable. The property owner will need to re-apply for permits.

Thank you,



Charlotte Mountain
Code Compliance Supervisor

Thursday, August 4, 2022

Jeremy Kaufman
Corporation Counsel
The City of Newburgh

I'm formally writing this letter to start the process of requesting an extension to the project at 46 Lutheran Street. As of now, the project is about 70% complete. I've experienced a number of work stoppages including the Covid 19 Pandemic and my own health issues which weren't separate of Covid. Even with those delays, I am very proud of the work that's been done. Please allow me to list those out.

My first priority was the waste management and environmental abatement at 46 Lutheran Street. In total I have removed (7) 40 yard containers of waste. That includes yards of asbestos and lead lined throughout the basement, 2 floors of plaster and lath, and tons of dwelling debris. This also included the back yard trees and debris from 44 Lutheran Street and 42 Lutheran Street as leaving the area as it sat was not an option. One of the major concerns of this project was the ability to do the environmental work safely. After environmental reports were performed and executed; licensed contractors satisfied all the work requests.

The next phase shifted to the foundation and structure of the 2 family dwelling. Architectural plans were filed and signed off on. From there I restored the structural footings and surrounding walls. The basement was dug out to allow for 5 new structural columns and totally brand-new plumbing that now reaches the streets; draining into the sewer mains. All along the way I made sure to work closely with The City of Newburgh Building inspectors before sign offs and during actual signs off. At no point in time were any steps skipped regarding building code or inspections.

The third phase was the framing. At this point this where the pandemic took it's toll. The budget for framing fell completely out of line from what was submitted to the council and the City of Newburgh at the inception of the project. Regardless of skyrocketing lumber prices and continued delivery delays, the project forged along. I'm happy to report that 46 Lutheran is now fully framed out. This includes 30 new windows in total and 2 new steel fire rated basement doors. Each of the 2 units comes with 2 generous sized bedrooms with ample living and dining room space. It is a far cry from the many SRO's that were in place before I took over the the property. Finally, a fully functional alarm system with fire and CO2 monitoring has been installed. Working alongside it is a 16-camera 4k high-definition video surveillance system supporting real time audio.

The fourth phase, plumbing rough in, has been the last and recent of sign offs. The entire dwelling is fitted with black ABS drain and vent piping. The domestic water supply lines were outfitted with PEX type A tubing and fittings. Again, in areas like this I worked along side the Building and Codes department to make sure no areas were in fault before the inspections before I finally had my sign offs.

This is currently where the project sits. Once my electric has been outfitted... I am prepared for the insulation inspections and final framing signoffs. Regarding the insulation... I have chosen to use a fire retardant and hydrophobic brand called RockWool. This was a major area of focus to me because of the heightened awareness around fire safety in the City of Newburgh. Currently, there sits 9000sf of insulation in the interior of 46 Lutheran Street. (To be clear.. I have not surpassed the required inspections for insulation. The material sits as the manufactures have had it delivered over the span of three floors. The logistics during the pandemic required that I take delivery earlier than what was needed in order to secure the material for the project.)

The remaining phases are what I am asking an extension of 1 year for. The next big areas of focus will be the drywall, tapping and painting. And then the interior finishes. Finally , there will be a major focus on restoring the front porch as it was and to have the sidewalk finished with blue stamped concrete.

I am of course amenable to further procedures that may be asked of me during this time. Please let me know how else I may be of assistance during this process. I truly appreciate your time and attention regarding the restoration of 46 Lutheran Street and look forward to finishing the project.

Regards,

Julian Mann

RESOLUTION NO.: _____-2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 219-221 DUBOIS STREET CORP. TO THE PREMISES KNOWN AS
221 DUBOIS STREET (F/K/A 219-221 DUBOIS STREET) (SECTION 17, BLOCK 8, LOT 9)**

WHEREAS, on February 25, 1997, the City of Newburgh conveyed property located at 221 Dubois Street (f/k/a 219-221 Dubois Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 17, Block 8, Lot 9, to 219-221 Dubois Street Corp. (Thomas J. Amodeo, Jr., President); and

WHEREAS, the title company for the prospective purchaser 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, and 4 of the aforementioned deed.

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 221 Dubois Street (f/k/a 219-221 Dubois Street), Section 17, Block 8, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated February 25, 1997, from THE CITY OF NEWBURGH to 219-221 DUBOIS STREET CORP., recorded in the Orange County Clerk's Office on March 17, 1997, in Liber 4541 of Deeds at Page 124 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: _____, 2022

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2022

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

On the ____ day of _____ in the year 2022, 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.

Kevindaryan Lujan
100 Beacon St
Newburgh, NY 12550

11/1/2022

Dear. Newburgh City Council members,

Kindly find this letter as further explanation for my request for a price reduction in the amount of \$25,000.

As indicated in my previous application, the estimated cost for work was \$64,900 with Martinez Construction. Unfortunately, we were not able to receive the necessary forms from Martinez construction and were therefore unable to move forward with closing by the date we had scheduled. We have since submitted an extension to the city manager and do feel confident we should be able to close by the new deadline.

Upon realizing that we would no longer be able to move forward with Martinez construction as the project's contractor, I obtained multiple quotes and chose DD Maintenance Inc. They have provided a suitable quote that meets the original needs and I have since added additional items to the scope of work, as can be seen from the new estimate. Nevertheless, after speaking to multiple contractors, it became clear that there was a lot more work that needed to be done on the house than was originally thought. Currently, water is entering the building through the back wall through the brick from the second to the first floor. These leaks caused damage to the window and led to damage in one of the first-floor bedrooms. There is also moisture from the basement that has caused the wooden floor to be warped and will have to be completely removed and replaced. The removal and replacement of the floor and sealing the basement, was always the costliest part of this project, however, how to address further damages has been the major concern.

All of the new estimates suggest higher costs in both the amount of garbage removal, from debris to the backyard which originally was covered by shrubs, repointing brick and the sealing of the basement. The most concerning and costly addition, is the over \$25,000 estimate to entirely demo and rebuild the brick for the second and first floors of the back of the building. Not replacing this wall would mean that future leaks would be unavoidable and could risk future damage to the property again. It could also mean further deterioration of the building. Addressing this back wall is a top priority for us and it is why I am returning to the city with the request to reduce the asking price by \$25,000 to ensure the project is completed correctly.

The new estimate for this project will go from \$64,900 to \$110,900.00, which is a sizeable difference. I kindly ask that the council consider this price reduction to help move the project to completion. Thank you

Best regards,



D&D Maintenance Inc,

35 Marcy Lane,
Middletown NY,10941

(914)5572348

ddmaintenancepq@yahoo.com

Estimate #6684

Property Location:

189 North Miller St, Newburgh, NY 12550

Client: Kevindaryan Lujan

Date: October 30, 2022

Project: 189 North Miller Street, Newburgh, NY 12550

| DESCRIPTION OF CONTRACTOR'S WORK | Subtotal |
|--|---|
| <ul style="list-style-type: none">Finish front entrance area around front door. Trim out, prime, paint. | Materials: \$500 Labor: \$700 Contracted Amount: \$1200 |
| <ul style="list-style-type: none">Replace all damaged corbels, cornices, trim molding, prime and paint. | Materials \$1500.00 Labor \$7500.00 Contracted Amount: \$9000 |
| <ul style="list-style-type: none">Repair water leak second floor bedroom around window and fire escape, flash and seal. | Materials: \$500.00 Labor: \$1200.00 Contracted Amount: \$1700 |
| <ul style="list-style-type: none">Remove all overgrown shrubs throughout. | Materials \$200.00 Labor \$1000.00 Contracted Amount: \$1200 |
| <ul style="list-style-type: none">Repair front step, install stone tile, repair front slab. | Materials \$900.00 Labor \$1000.00 Contracted Amount: \$1900 |
| <ul style="list-style-type: none">First floor. Remove hardwood floor, base trim, damaged plywood. Replace damaged floor joists, install new plywood, install new vinyl flooring. reinstall base trim, caulk. | Materials \$8000.00 Labor 18300.00 Contracted Amount: \$26,300.00 |
| <ul style="list-style-type: none">Install LVL beam for support in basement, insulate where needed, clean & seal and install dry lock on foundation walls and floor. | Materials \$2500.00 Labor \$4500.00 Contracted Amount: 6,000.00 |
| <ul style="list-style-type: none">Install gutter and downspout back of house, install leaf guards. | Materials \$900.00 Labor \$600.00 Contracted Amount: \$1500.00 |

| | |
|---|---|
| | |
| <ul style="list-style-type: none"> Remove peeling paint exterior of house. | Materials \$200.00 Labor \$1500.00 Contracted Amount: \$1700.00 |
| <ul style="list-style-type: none"> Masonry. Replace missing brick back wall of house and repoint bricks with mortar where needed. | Materials \$300.00 Labor \$1300.00 Contracted Amount: \$1600.00 |
| <ul style="list-style-type: none"> Install proper staircase handrails to code. | Materials \$400.00 Labor \$800.00 Contracted Amount: \$1200.00 |
| <ul style="list-style-type: none"> Remove damaged sheet rock in 2nd and 3rd floor bedrooms. Install new sheet rock, patch, prime, paint. | Materials \$600.00 Labor \$1500.00 Contracted Amount: \$2100.00 |
| <ul style="list-style-type: none"> Complete insulation of sprinkler system. | Materials \$1000.00 Labor \$2000.00 Contracted Amount: \$3,000.00 |
| <ul style="list-style-type: none"> Install new patio deck rear of house first floor bedroom in pressure treated wood. | Materials \$3000.00 Labor \$2500.00 Contracted Amount: \$5,500 |
| <ul style="list-style-type: none"> Paint exterior brick front, rear and side of house. | Materials \$2000.00 Labor \$8000.00 Contracted Amount: \$10,000.00 |
| <ul style="list-style-type: none"> Install Fencing in backyard | Materials: \$3,000.00 Labor: \$3000.00 Contracted Amount: \$6000.00 |
| <ul style="list-style-type: none"> Rebuild back wall from fire escape down, install metal beam under fire escape for support. | Materials \$8500.00. Labor \$16,000.00 Contracted Amount: \$25,500.00 |
| <ul style="list-style-type: none"> Miscellaneous: Permits and Dumpster fees | Permit Fees \$1500.00 Dumpster fees \$4000.00 Total: \$5500 |
| Total Cost: | \$110,900.00 |

Authorized Signature
For Client

Authorized Signature
For D&D Maintenance Inc.

Martinez Contracting Inc.

66 Grove St
 Newburgh, NY 12550-4128 US
 martinezcontracting845@gmail.com

**Estimate****ADDRESS**

Keindaryan Lujan
 189 N Miller street
 Newburgh, NY 12550

ESTIMATE

2

DATE

07/06/2022

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|----------------------|--|-----|----------|-----------|
| | Containers/Dumpsters | Dumpster fees | 1 | 4,000.00 | 4,000.00 |
| | Permits/Inspections | Permit fees | 1 | 1,500.00 | 1,500.00 |
| | Front Door | Finish details/trimwork around front exterior door.Seal,prime and paint door and trim moldings. Materials: \$500 Labor: \$700 | 1 | 1,200.00 | 1,200.00 |
| | Corbels/Cornice | Replace all damaged exterior corbels,cornices and trim moulding. (Damages due to past roof issues).Prep,seal,prime and paint all neww wood work. Materials: \$1,500 Labor: \$7,500 | 1 | 9,000.00 | 9,000.00 |
| | Water Leaks | Reapair water leak on 2nd level around window due to fire escape.Flash and seal exterior fire escape properly. Materials:\$500 Labor:\$1,200 | 1 | 1,700.00 | 1,700.00 |
| | Exterior cleanup | Remove all over grown shrubs and bushes throughout.Removal of all debris throughout. Materials:\$200 Labor:\$1000 | 1 | 1,200.00 | 1,200.00 |
| | Services | Repair front step with Mortar.Install stone tile on entry floor.Fix/repair front concrete slab. Materials \$900 Labor \$1000 | | | 1,900.00 |
| | Services | Remove hardwood floor,base trim molding,damaged plywood sheeting.Replace damaged floor joists.Install new plywood where damaged.Install waterproofed subfloor | | | 26,300.00 |

| | | | | |
|----------|---|---|----------|----------|
| | and Luxury Vinyl plank flooring throughout 1st floor.Reinstall same base/door trim molding,caulk,prime and paint Base/door trim. Materials \$8,000 Labor \$18,300 | | | |
| Services | Install LVL beam for proper support.Air Seal basement and insulate where needed.Install vapor barrier and board insulation in crawlspace.Clean/Seal and install drylock on foundation walls and basement floor to avoid moisture. Materials \$2500 Labor \$4500 | | | 7,000.00 |
| Gutters | Install gutter and downspout the full lenght of the back of roof.Install leaf guards. Materials \$900 Labor \$600 | 1 | 1,500.00 | 1,500.00 |
| Services | Remove peeling paint from brick throughout exterior of home. Materials \$200 Labor \$1,500 | 1 | 1,700.00 | 1,700.00 |
| Services | Masonry:Replace missing brick from back of exterior wall and repoint with mortar. Materials \$300 Labor \$1300 | | | 1,600.00 |
| Services | Install proper staircase graspable handrailings to code. Materials \$400 Labor \$800 | 1 | 1,200.00 | 1,200.00 |
| Services | Drywall: Remove moisture damaged sheetrock in 2nd floor and 3rd floor back bedrooms.Install new sheetrock,tape/spackle,prime and paint new walls. Materials \$600 Labor \$1500 | 1 | 2,100.00 | 2,100.00 |
| Services | Complete installation of sprinkler system Materials \$1000 Labor \$2000 | 1 | 3,000.00 | 3,000.00 |

TOTAL

\$64,900.00

Accepted By

Accepted Date

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 189 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 17)
AT PRIVATE SALE TO KEVINDARYAN LUJAN FOR THE AMOUNT OF \$60,000.00**

WHEREAS, by Resolution No. 194-2022, the City of Newburgh authorized the sale of 189 North Miller Street, being more accurately described as Section 11, Block 1, Lot 17, on the official tax map of the City of Newburgh, to Kevindaryan Lujan for the amount of \$85,000.00; and

WHEREAS, the prospective buyer discovered certain structural issues related to the rehabilitation of the property that were not discovered or addressed by the prospective buyer's original contractor; and

WHEREAS, the prospective buyer is willing to accept the property in its current condition and rehabilitate the property in accordance with all New York State and City of Newburgh building code requirements by offering to purchase the property at private sale at a reduced price; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 6, 2023; and

| <u>Property address</u> | <u>Section, Block, Lot</u> | <u>Purchaser</u> | <u>Purchase Price</u> |
|-------------------------|----------------------------|-------------------|-----------------------|
| 189 North Miller Street | 11 - 1 - 17 | Kevindaryan Lujan | \$60,000.00 |

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

Amended Terms and Conditions Sale

189 North Miller Street, City of Newburgh

(SBL: 11-1-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2022-2023**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2022-2023**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

Kevindaryan Lujan

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH'S CONSOLIDATED
HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR
FISCAL YEAR 2023**

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

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

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

WHEREAS, the City must also submit a Citizens Participation Plan, a Language Access Plan, due to the high percentage of non-native English, and also submit a draft of the 2023 Annual Action Plan and Budget, which may be revised;

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2023 Community Development Block Grant Entitlement Program;

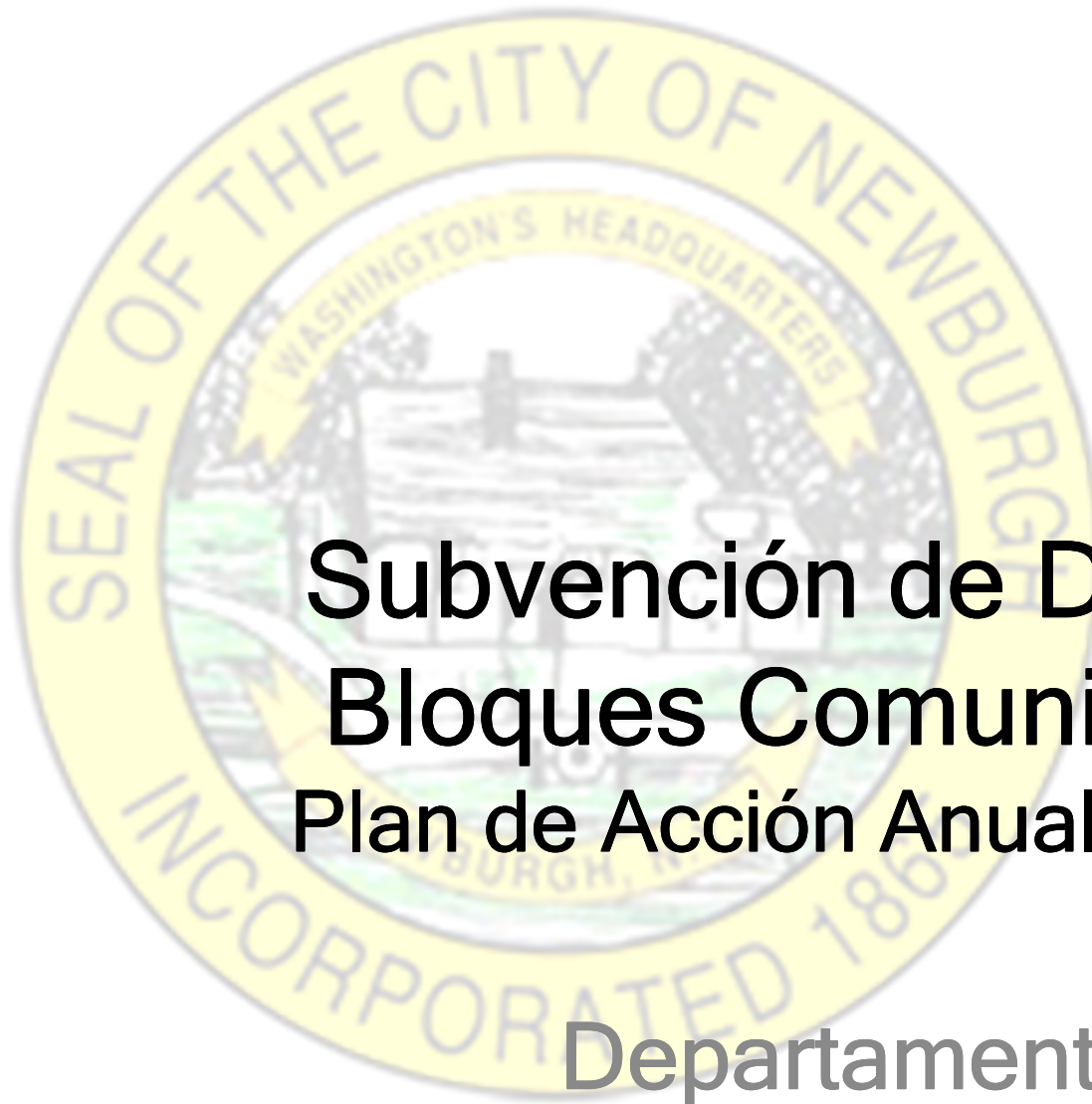
| Expenditures 2023 | |
|---|------------------|
| Housing (In-Rem Property Program) | \$210,000 |
| Housing (Home Repair Assistance Program) | \$20,000 |
| Infrastructure Improvements (curb ramps & sidewalk improvements) | \$275,000 |
| Infrastructure Improvements (public accessibility to City buildings) | \$100,000 |
| Economic Development | \$20,000 |
| Quality of Life Improvements/Neighborhood Services (Summer Film Festival) | \$15,000 |
| Quality of Life Improvements/Neighborhood Services (Community Outreach) | \$10,000 |
| Quality of Life Improvements/Neighborhood Services (Workforce Training) | \$25,000 |
| Administration | \$175,169 |
| TOTAL BUDGET | \$850,169 |

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

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York does hereby accept a grant allocation under the Community Development Block Grant Program in the amount of \$850,169.00, and in the event that award funding is greater than \$850,169.00, as presented in the FY 2023 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2023 CDBG Annual Action Plan; and

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

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

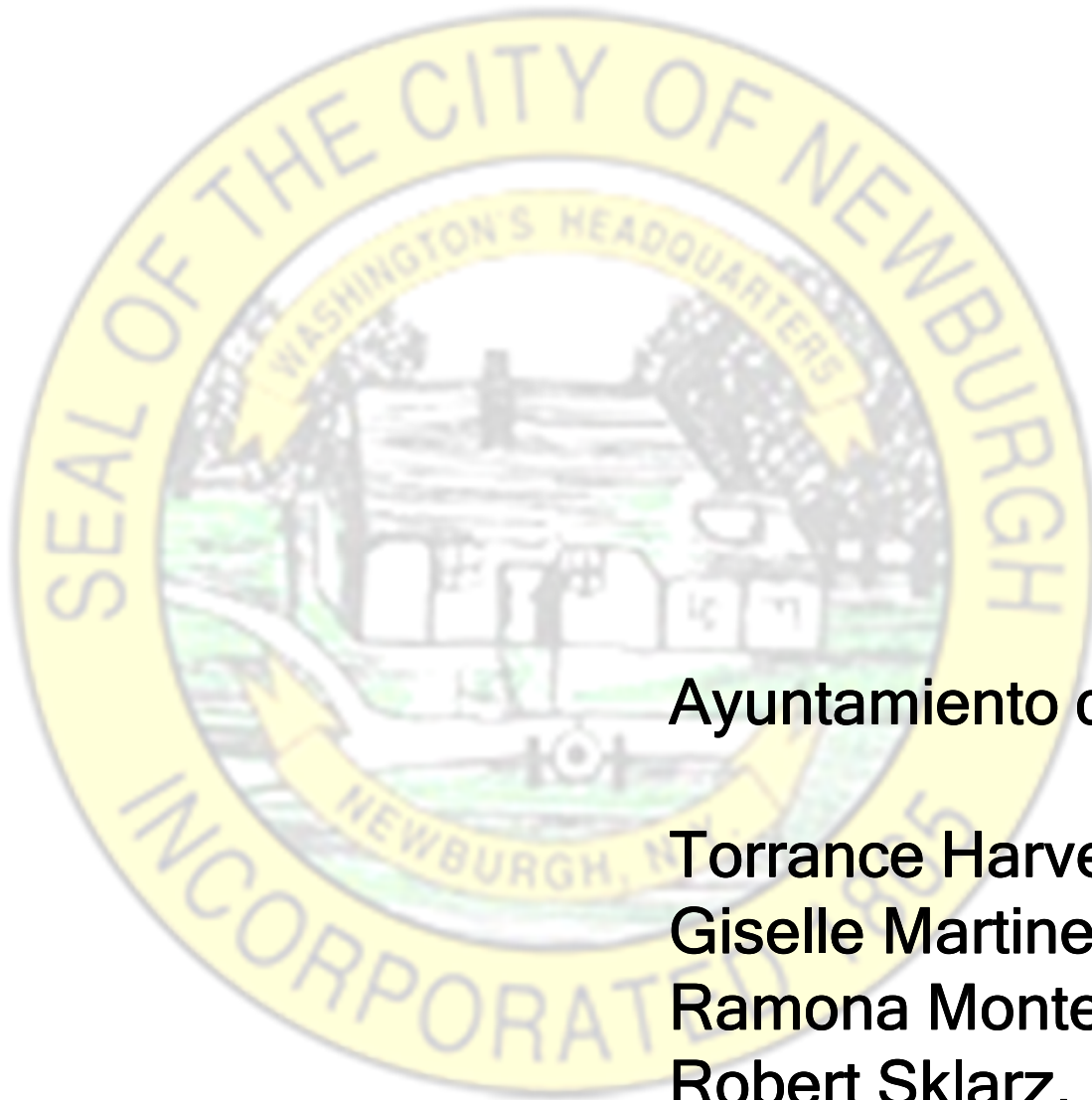


Subvención de Desarrollo de los Bloques Comunitarios(“CDBG”) Plan de Acción Anual del Año Fiscal 2023

**Departamento de Planificación y
Desarrollo
Septiembre, 2022**



EQUAL HOUSING
OPPORTUNITY



Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Giselle Martinez, Distrito Electoral 1

Ramona Monteverde, Distrito Electoral 2

Robert Sklarz, Distrito Electoral 3

Patty Sofokles, Distrito Electoral 4

Anthony Grice, En-General

Omari Shakur, En-General



Metas del Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y Comunicaciones con la comunidad.
- Apoyar un ambiente que valore la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo cual lleva tiempo, paciencia, comunicación y la inclusión de todos.



“CDBG” – Introducción Breve



- Subvención para Desarrollo de los Bloques Comunitarios (CDBG) – Administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD).
- Asignados a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange, (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- La Ciudad de Newburgh está obligada a preparar y presentar un **Plan Consolidado** que establece metas para el uso de los fondos del CDBG. El Plan Consolidado Actual de la Ciudad de Newburgh: **AF2020-AF2024**
- Los proyectos **DEBEN** ser consistentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a personas de ingresos bajos-o-moderados;
 - La prevención o eliminación de suburbios o deterioros; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente a la salud o a la seguridad.



Proyectos/Financiación Propuestos CDBG AF2023

| | Necesidad Prioritaria Ptendida | Nombre del Proyecto | Actividades Propuestas (Ejemplos) | Financiación de proyectos |
|--|--------------------------------|------------------------------------|---|---------------------------|
| Proyectos Financiados a Traves de la Subvencion de Subcidios | Vivienda | Vivenda | | \$210,000.00 |
| | | | Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves. | |
| | Vivienda | Vivienda | Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh. | \$20,000.00 |
| | Mejoras de infraestructura | Mejoras de infraestructura | Continuar financiando el proyecto de mejoras de Rampas y aceras. | \$275,000.00 |
| | Mejoras de infraestructura | Mejoras en las InstalacionPúblicas | Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh. | \$100,000.00 |
| | Desarrollo Economico | Desarrollo Economico | Actividades de Desarrollo Economico | \$20,000.00 |
| | Mejoras de Calidad de Vida | Servicios a los Vecindarios | actividad de servicio público, sujeta a un límite de asignación anual del 15%. ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh). | \$15,000.00 |
| | | Servicios a los Vecindarios | Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh). | \$10,000.00 |
| | | Servicios a los Vecindarios | Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh). | \$25,000.00 |
| | Administración | Administración | Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa. | \$175,169.00 |
| Asignación Total Propuesta para el Año Fiscal 2023 | | | | \$850,169.00 |

Financiación de Contingencias

Si el monto real de la asignación anual excede la estimación propuesta, los presupuestos del proyecto aumentarán en:

| | Necesidad Prioritaria Ptendida | Nombre del Proyecto | Actividades Propuestas (Ejemplos) | Financiación de proyectos | % De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.) |
|--|--|------------------------------------|---|---------------------------|---|
| Proyectos Financiados a Traves de la Subvencion de Subcidios | Vivienda | Vivienda | Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves. | \$210,000.00 | No Cambio |
| | Vivienda | Vivienda | Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh. | \$20,000.00 | 30% |
| | Mejoras de infraestructura | Mejoras de infraestructura | Continuar financiando el proyecto de mejoras de Rampas y aceras. | \$275,000.00 | 30% |
| | Mejoras de infraestructura | Mejoras en las InstalacionPúblicas | Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh. | \$100,000.00 | 20% |
| | Desarrollo Economico | Desarrollo Economico | Actividades de Desarrollo Economico | \$20,000.00 | No Change |
| | Mejoras de Calidad de Vida | Servicios a los Vecindarios | actividad de servicio público, sujeta a un límite de asignación anual del 15%. ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh). | \$15,000.00 | 5% |
| | | Servicios a los Vecindarios | Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh). | \$10,000.00 | 5% |
| | | Servicios a los Vecindarios | Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh). | \$25,000.00 | 10% |
| | Administración | Administración | Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa. | \$175,169.00 | No Cambio |
| | Asignación Total Propuesta para el Año Fiscal 2023 | | | \$850,169.00 | |

Financiación de Contingencias

Si el monto real de la asignación anual es menor que la estimación propuesta, los presupuestos del proyecto disminuirán en:

| | Necesidad Prioritaria Ptendida | Nombre del Proyecto | Actividades Propuestas (Ejemplos) | Financiación de proyectos | % Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.) |
|---|--------------------------------|------------------------------------|--|---------------------------|---|
| Proyectos Financiados a Traves de la Subvencion de Subcidios | | | | | |
| | Vivienda | Vivenda | Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves. | \$210,000.00 | 10% |
| | Vivienda | Vivienda | Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh. | \$20,000.00 | 10% |
| | Mejoras de infraestructura | Mejoras de infraestructura | Continuar financiando el proyecto de mejoras de Rampas y aceras. | \$275,000.00 | 20% |
| | Mejoras de infraestructura | Mejoras en las InstalacionPúblicas | Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh. | \$100,000.00 | 10% |
| | Desarrollo Economico | Desarrollo Economico | Actividades de Desarrollo Economico | \$20,000.00 | 10% |
| | Mejoras de Calidad de Vida | Servicios a los Vecindarios | actividad de servicio público, sujeta a un límite de asignación anual del 15%. ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh). | \$15,000.00 | 10% |
| | | Servicios a los Vecindarios | Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh). | \$10,000.00 | 10% |
| | | Servicios a los Vecindarios | Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh). | \$25,000.00 | 10% |
| | Administración | Administración | Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa. | \$175,169.00 | 10% |
| Asignación Total Propuesta para el Año Fiscal 2023 | | | | \$850,169.00 | |

Proyecto: Vivienda

Actividades Propuestas:

- Programa de Propiedades In Rem
- Programa de Asistencia de Reparación para Propietarios de Vivienda (Implementado Socios de Vivienda de la Ciudad de Newburgh)



Actividad de Vivienda Propuesta: Programa de Propiedad In Rem

Presupuesto: \$210,000.00

Descripción:

- Actividad compuesta por 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planificación y Desarrollo dedicados al programa in rem.
- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, vecindarios con buen aspecto, mantiene/aumenta los valores de propiedad.



Actividad de Vivienda Propuesta: Programa de Asistencia de Reparación en el Hogar

Presupuesto: \$20,000.00

Descripción :



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

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

Actividad de Mejoras de Infraestructura

Propuesta: Mejoras en Rampas y Aceras

Presupuesto: \$275,000.00

Descripción:

- Financiamiento para continuar financiando el proyecto de Mejoras en Rampas y Aceras.



Actividad de Mejoras de Infraestructura

Propuesta: Mejoras en las Instalaciones Públicas

Presupuesto: \$100,000.00

Descripción:

- Financiamiento para mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la Ciudad de Newburgh.



Actividad de Desarrollo Económico Propuesta:

Asistencia a Negocios

Presupuesto: \$20,000.00

Descripción:

- Financiación de asistencia para negocios, como carteles para negocios.

Actividad de Calidad de Vida Propuesta:

Servicios para Vecindario

Presupuesto: \$15,000.00

Descripción (Servicios Anticipados):

- Festival de Cine de Verano2023
- Noche Nacional

**Importante: Actividad de servicio público,
sujeta a un Límite de Asignación Anual del 15%.**



Actividad de Calidad de Vida Propuesta:

Servicios para Vecindario

Presupuesto: \$10,000.00

Descripción (Servicios Anticipados):

- Actividades de alcance comunitario de la Ciudad de Newburgh, como las actividades Comunitarias de Intervención de Violencia (CVI).

Importante: Actividad de servicio público, sujeta a un Límite de Asignación Anual del 15%.



Actividad de Calidad de Vida Propuesta :

Servicios para Vecindario

Presupuesto: \$25,000.00

Descripción (Servicios Anticipados):

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

Importante: Actividad de servicio público, sujeta a un Límite de Asignación Anual del 15%.



Actividad Propuesta: Administración

Presupuesto: \$175,169.00

Descripción:

- Financiamiento para la administración del programa, salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluyendo envíos por correo), capacitaciones / conferencias del programa.



Línea de Tiempo del Plan de Acción Anual CDBG para el Año Fiscal 2023



CRONOGRAMA DE PROYECTOS DE SUBVENCIÓN DEL BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG) DEL AÑO FISCAL 2023

**FY2023 Annual Action Plan
Community Development Block Grant (CDBG)**

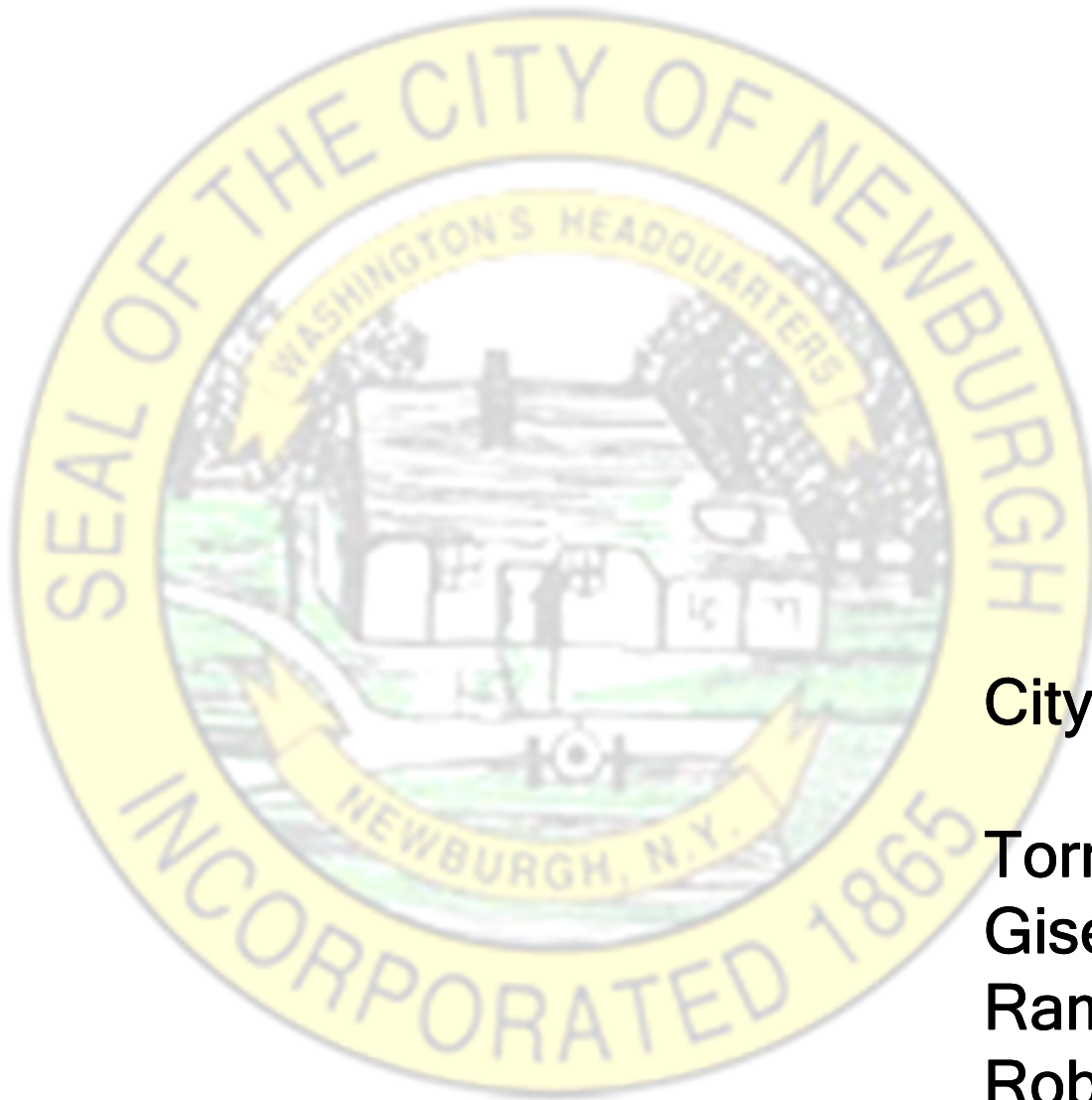
| | Priority Need Addressed | Project Name | Proposed Activities (Examples) | Project Funding | % Project increase, if HUD allocation greater than proposed (approx.) | % Project decrease, if HUD allocation less than proposed (approx.) |
|--|------------------------------|------------------------------|---|---------------------|---|--|
| Projects Funded through Entitlement Grant | Housing | Housing | In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys. | \$210,000.00 | No Change | 10% |
| | Housing | Housing | Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient. | \$20,000.00 | 30% | 10% |
| | Infrastructure Improvements | Infrastructure Improvements | To continue funding Curb Ramp & Sidewalk Improvements project. | \$275,000.00 | 30% | 20% |
| | Infrastructure Improvements | Public Facility Improvements | Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces. | \$100,000.00 | 20% | 10% |
| | Economic Development | Economic Development | Economic Development Activities | \$20,000.00 | No Change | 10% |
| | Quality of Life Improvements | Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval). | \$15,000.00 | 5% | 10% |
| | | Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval). | \$10,000.00 | 5% | 10% |
| | | Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval). | \$25,000.00 | 10% | 10% |
| | Administration | Administration | Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference. | \$175,169.00 | No Change | 10% |
| Proposed Total FY2023 Allocation | | | | \$850,169.00 | | |



Community Development Block Grant (“CDBG”) FY2023 Annual Action Plan

Department of Planning &
Development
September, 2022





City of Newburgh City Council:

Torrance Harvey, Mayor

Giselle Martinez, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large



City of Newburgh Community Development Goals - Refresher

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

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



“CDBG” - Brief Primer



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



Proposed FY2023 CDBG Projects/Funding

| Priority Need Addressed | Project Name | Proposed Activities (Examples) | Project Funding |
|---|------------------------------|---|-----------------|
| Projects Funded through Entitlement Grant | Housing | Housing | \$210,000.00 |
| | | In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys. | |
| | Housing | Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient. | \$20,000.00 |
| | Infrastructure Improvements | Infrastructure Improvements | \$275,000.00 |
| | | To continue funding Curb Ramp & Sidewalk Improvements project. | |
| | Infrastructure Improvements | Public Facility Improvements | \$100,000.00 |
| | | Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces. | |
| | Economic Development | Economic Development | \$20,000.00 |
| | Quality of Life Improvements | Neighborhood Services | \$15,000.00 |
| | | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval). | |
| | Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval). | \$10,000.00 |
| | Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval). | \$25,000.00 |
| | Administration | Administration | \$175,169.00 |
| | | Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference. | |
| Proposed Total FY2023 Allocation | | | \$850,169.00 |



Contingency Funding

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

| Project Name | Proposed Activities (Examples) | Project Funding | % Project increase, if HUD allocation greater than proposed (approx.) |
|---|---|---------------------|---|
| Housing | In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys. | \$210,000.00 | No Change |
| Housing | Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient. | \$20,000.00 | 30% |
| Infrastructure Improvements | To continue funding Curb Ramp & Sidewalk Improvements project. | \$275,000.00 | 30% |
| Public Facility Improvements | Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces. | \$100,000.00 | 20% |
| Economic Development | Economic Development Activities | \$20,000.00 | No Change |
| Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval). | \$15,000.00 | 5% |
| Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval). | \$10,000.00 | 5% |
| Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval). | \$25,000.00 | 10% |
| Administration | Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference. | \$175,169.00 | No Change |
| Proposed Total FY2023 Allocation | | \$850,169.00 | |



Contingency Funding

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

| Project Name | Proposed Activities (Examples) | Project Funding | % Project decrease, if HUD allocation less than proposed (approx.) |
|----------------------------------|---|-----------------|--|
| Housing | In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys. | \$210,000.00 | 10% |
| Housing | Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient. | \$20,000.00 | 10% |
| Infrastructure Improvements | To continue funding Curb Ramp & Sidewalk Improvements project. | \$275,000.00 | 20% |
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| Economic Development | Economic Development Activities | \$20,000.00 | 10% |
| Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval). | \$15,000.00 | 10% |
| Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval). | \$10,000.00 | 10% |
| Neighborhood Services | Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval). | \$25,000.00 | 10% |
| Administration | Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference. | \$175,169.00 | 10% |
| Proposed Total FY2023 Allocation | | \$850,169.00 | |



Project: Housing

Proposed Activities:

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



Proposed Housing Activity: In Rem Property Program

Budget: \$210,000.00

Description:

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



Proposed Housing Activity: Home Repair Assistance Program

Budget: \$20,000.00

Description:



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

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

Proposed Infrastructure Improvements Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$275,000.00

Description:

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



Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$100,000.00

Description:

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



Proposed Economic Development Activity:

Business Assistance

Budget: \$20,000.00

Description:

- Funding for business assistance, such as business signage.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- 2023 Summer Film Festival
- National Night Out

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



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$10,000.00

Description (Anticipated Services):

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

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



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

Description (Anticipated Services):

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

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



Proposed Activity: Administration

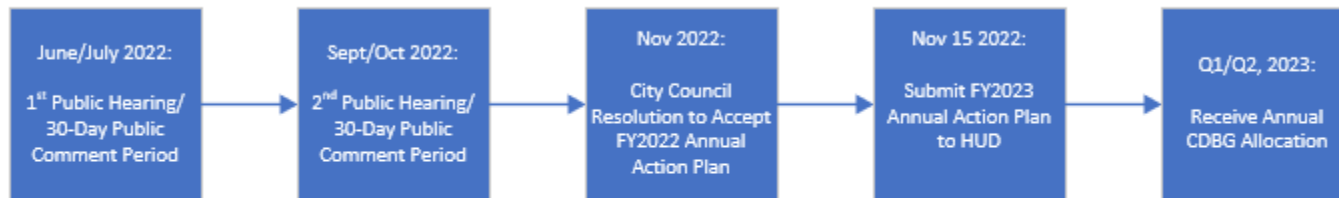
Budget: \$175,169.00

Description:

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



FY2023 CDBG AAP Timeline



FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

**FY2023 Annual Action Plan
Community Development Block Grant (CDBG)**

| | | | | | % De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox. | % Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.) |
|--|--------------------------------|------------------------------------|--|---------------------------|--|---|
| Proyectos Financiados | Necesidad Prioritaria Ptendida | Nombre del Proyecto | Actividades Propuestas (Ejemplos) | Financiación de proyectos | | |
| a Traves de la Subvencion de Subcidios | Vivienda | Vivenda | Programa de Propiedad in Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves. | \$210,000.00 | No Cambio | 10% |
| | Vivienda | Vivienda | Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh. | \$20,000.00 | 30% | 10% |
| | Mejoras de infraestructura | Mejoras de infraestructura | Continuar financiando el proyecto de mejoras de Rampas y aceras. | \$275,000.00 | 30% | 20% |
| | Mejoras de infraestructura | Mejoras en las InstalacionPúblicas | Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh. | \$100,000.00 | 20% | 10% |
| | Desarrollo Economico | Desarrollo Economico | Actividades de Desarrollo Economico | \$20,000.00 | No Change | 10% |
| | Mejoras de Calidad de Vida | Servicios a los Vecindarios | actividad de servicio público, sujeta a un límite de asignación anual del 15%. ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh) | \$15,000.00 | 5% | 10% |
| | | Servicios a los Vecindarios | Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh). | \$10,000.00 | 5% | 10% |
| | | Servicios a los Vecindarios | Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh) | \$25,000.00 | 10% | 10% |
| | Administración | Administración | Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa. | \$175,169.00 | No Cambio | 10% |
| | | | Asignación Total Propuesta para el Año Fiscal 2023 | \$850,169.00 | | |

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
APPROVING A CABLE FRANCHISE AGREEMENT RENEWAL
WITH SPECTRUM NORTHEAST, LLC,
AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC.**

WHEREAS, an application has been duly made to the City Council of the City of Newburgh, County of Orange, New York, by Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, for the approval of a renewal agreement for Charter's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission; and

WHEREAS, the franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings; and

WHEREAS, a public hearing was held in the City of Newburgh, New York on October 24, 2022 at 7:00 p.m. and notice of the hearing dated October 12, 2022 was published in the Mid-Hudson Times;

NOW, THEREFORE, the City Council of the City of Newburgh, New York finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh, New York hereby grants the cable television franchise of Spectrum Northeast, LLC and the City of Newburgh, New York for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh, New York hereby approves the cable franchise renewal agreement between the City of Newburgh, New York and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc.; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh, New York hereby authorizes the City Manager to execute the cable franchise renewal agreement between the City of Newburgh, New York and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. on behalf of the City of Newburgh

The foregoing having received a _____ vote was thereby declared adopted.

Dated: _____, ____.

City Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Newburgh, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 herein.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of New York.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within fifteen (15) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

| | |
|---|--|
| Workers' Compensation | Statutory Limits |
| Commercial General Liability | \$1,000,000 per occurrence, \$2,000,000 General Aggregate |
| Auto Liability including coverage on all owned, non-owned hired autos | \$1,000,000 per occurrence Combined Single Limit |
| Umbrella Liability | \$1,000,000 per occurrence |

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, gender or sexual orientation. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the “Service Area”) in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor’s written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days ‘written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial

condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way. Upon reasonable notice to Grantee, Grantor may require Grantee to remove any equipment or structures that Grantee installed in the public rights-of-way that Grantee has abandoned or that Grantee no longer uses or plans to use to provide its services.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. Grantee will provide Grantor with 48 hours advance notice of date, time and location of planned tree trimming activities on public property. The foregoing notice shall not be required when the trimming is required to correct an emergency or service interruption.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a semi-annual basis, within forty-five (45) days of June 30th and December 31st of each calendar year and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental (“PEG”) access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee’s cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or

- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, gender, or sexual orientation.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or

monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Todd Venning
City Manager
83 Broadway
Newburgh, NY 12550
Email: tvenning@cityofnewburgh-ny.gov

Copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh, NY 12550
mkelson@cityofnewburgh-ny.gov

Grantee: Alexander Camarda
Director, State Government Affairs
120 E. 23rd St.
New York, New York 10010
Email: alexander.camarda@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within fifteen (15) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The City Manager, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Todd Venning, City Manager

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter
Communications, Inc.

Signature: _____

Name/Title: _____

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES
BODY WORN CAMERA PROGRAM GRANT
IN THE AMOUNT OF \$38,000.00 WITH NO CITY MATCH**

WHEREAS, the New York State Division of Criminal Justice Services is seeking applications from law enforcement agencies to fund body-worn cameras and applicable software and equipment; and

WHEREAS, the City of Newburgh intends to apply for funding in the amount of \$38,000.00 for the purchase of 19 body-worn cameras for its Police Department; and

WHEREAS, no City matching funds are required and this Council has determined that applying for and accepting, if awarded, such funding 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 apply for and accept if awarded a New York State Division of Criminal Justice Services Body Worn Camera Program Grant in the amount of \$38,000.00 with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR
THE POLICE COMMISSIONER, AS MANAGER'S DESIGNEE, TO EXECUTE
AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE
CONFIRMING CITY OF NEWBURGH PARTICIPATION IN
THE STOP-DWI HIGH VISIBILITY ENGAGEMENT PROGRAM
FOR THE PERIOD OF NOVEMBER 1, 2022 TO SEPTEMBER 30, 2023 AND
TO ACCEPT A FUNDING AWARD IN AN AMOUNT NOT TO EXCEED \$2,545.00**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for participation and funding in the STOP-DWI High Visibility Engagement Program within the City of Newburgh for the period of November 1, 2022 and ending September 30, 2023; and

WHEREAS, the City of Newburgh may participate in 7 STOP DWI High Visibility Engagement Program enforcement campaign periods as follows: Thanksgiving – November 23, 2022 through November 27, 2022; Holiday Season – December 14, 2022 through January 1, 2023; weekend; Super Bowl – February 10, 2023 through February 13, 2023; St. Patrick's Day – March 16, 2023 through March 19, 2023; Memorial Day Holiday Weekend – May 26, 2023 through May 29, 2023; July Fourth – July 1, 2023 through July 5, 2023; and Labor Day – August 18, 2023 through September 4, 2023; and

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

WHEREAS, the City of Newburgh is eligible for an award not to exceed \$2,545.00; 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 the Police Commissioner, 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 High Visibility Engagement Program for the period November 1, 2022 through September 30, 2023 in order to fund the additional cost of stepped-up police patrols and providing the City of Newburgh with an award not to exceed \$2,545.00; 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.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH GREENMAN-PEDERSEN, INC.
IN THE AMOUNT OF \$68,250.00 FOR PROFESSIONAL ENGINEERING DESIGN,
BID PREPARATION AND CONSTRUCTION MANAGEMENT SERVICES IN
THE DELANO-HITCH RECREATION PARK “TOT-LOT” IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh solicited proposals for professional engineering services for design and construction management of the Delano-Hitch Recreation Park “Tot-Lot” Improvements Project (the “Project”); and

WHEREAS, the City has received a proposal from Greenman-Pedersen, Inc. which has been identified as the most qualified firm to provide said services; and

WHEREAS, such engineering services shall include preparation of detailed site plans, construction drawings and Project manual, and bid documents, as well as construction administration; and

WHEREAS, funding for the engineering services in the amount of \$68,250.00 shall be derived from CD1.8686.0400.8136.2022 and CD1.8686.0400.8125.2020; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of \$68,250.00 for professional design, bid preparation and construction management services in the Delano-Hitch Recreation Park “Tot-Lot” Improvements Project.

GREENMAN-PEDERSEN, INC. TERMS AND CONDITIONS

Greenman-Pedersen, Inc. (GPI) will provide Professional site/civil engineering services for the **Delano-Hitch Park – New Tot Lot/Playground Improvements** project in accordance with the following Terms and Conditions.

1. PURPOSE

Client hereby retains Greenman-Pedersen, Inc. (GPI) and GPI's sub consultant's if any, herein collectively known as GPI to perform the services described in the Proposal for Professional Services dated **October 24, 2022** which is hereby made a part of this Agreement. The proposal provided shall be valid for a period of thirty (30) days.

2. DURATION OF SERVICE

The terms, conditions, rate structures and duration of continuing services provided under any Agreement shall continue for the duration of the contract unless requested otherwise in writing.

3. CHANGES

Any additional terms, items, services or personnel requested by the Client that fall outside the scope of the Agreement shall be negotiated as addenda to the Agreement at the time of such request. Such Agreement can only be modified in writing, signed by both parties.

4. TERMINATION

Either party shall have the right, at any time, to terminate the project which is the subject of this Agreement, in whole or in part, with or without cause, by giving the other party thirty (30) days written notice in advance of the intended termination date. In the event the project is so terminated, Client shall reimburse GPI for all costs incurred by GPI to the date of termination, or associated with such termination, plus any applicable fee or surcharge. Should Client reinstate said project, the provisions of the Agreement shall remain applicable, subject to good faith renegotiation of the contract price and/or fee schedule to account for any escalation.

5. INVOICING

- a. Invoices will be issued on a monthly basis and will indicate the percentage of completion of each portion of the required services.
- b. Normal accounting/invoicing procedures of GPI shall be used. Specific requirements of the Client as to invoicing, support information, and approval of such must be requested by the Client prior to invoicing. Costs for providing any required special invoicing procedures shall be reimbursable from the Client.
- c. Unless otherwise agreed to in writing, terms of sale are on receipt in U.S. funds on date of invoice. Responsibility for payment of all invoices is binding upon the Client and is not to be delayed beyond GPI terms while waiting for payment from a third party to the Client. Accounts thirty days over are subject to a service charge of 1½ percent per month.
- d. Any disputed invoice must be lodged with GPI within 30 days of receipt, in writing. Payment shall be made within GPI terms pending resolution of the dispute at which time appropriate credit or reimbursement shall be made by/to GPI.

6. INDEMNITY

GPI shall protect, indemnify and save harmless Client from any and all cost, damage or expense directly arising from any claim of death or injury to persons and/or damage to property directly arising out of the performance of Work under this Agreement to the extent that GPI is legally liable for such claims. In the event that both Client and GPI appear to be liable for such claims, both parties agree to cooperate in defending such claim and shall share expenses in such proportion as their liability is found to be present by mutual agreement, final decisions of arbitration, or final judgment of a court.

7. INSURANCE

- a. Unless otherwise directed by Client to secure additional insurance at the Client's expense, GPI shall carry the following insurance. The limits, where indicated, are provided under blanket policies issued and regularly carried to cover all operations:
 - i. Workers' Compensation insurance to statutory limits and Employer's Liability insurance to a limit of \$1,000,000, both being applicable to all employees engaged in the Work.

- ii. Primary Comprehensive General Liability insurance, including Contractor's Protective (Contingent), Contractual, and Completed Operations, to a combined single limit of \$1,000,000 for bodily injury and property damage claims arising out of any one accident and \$2,000,000 General Aggregate.
 - iii. Primary Comprehensive Automobile Liability insurance, to a combined total single limit of \$1,000,000.
 - iv. Umbrella Form Excess Liability of \$4,000,000.
 - v. When required by the Client, GPI will secure additional Professional Liability and/or Contractual Liability insurance as an additional cost to be paid by the Client.
- b. GPI shall furnish, upon request, certificates showing that the above insurance coverages will be in effect during the term of the project arising out of this Agreement.

8. WARRANTY

- a. GPI shall warrant for a period of one (1) year from the date of Completion of the Work (as is defined in the Scope of Work) that the services to be furnished shall conform to standards of professional practice customary for services of a similar nature. Should any failure to so conform be proven during the term of the warranty, GPI shall, upon notification, revise or replace, at the option of GPI, the specifications, reports, software or other work product(s) of GPI.
- b. The provisions, and in particular the technical and numerical provision which appear in the contract documents, the specification, and any other engineering documents are descriptive only and are not guarantees or warranties, nor are they guaranteed or warranted unless expressly stated so in writing.
- c. The foregoing warranty and remedy for breach thereof are exclusive and conditioned upon timely notification by Client. **THEY ARE GIVEN BY GPI IN LIEU OF ANY AND ALL OTHER REMEDIES, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

9. LIMITATION OF LIABILITY

Whether arising in Contract, equity, tort (including strict liability) or otherwise, GPI, its affiliates, and its subcontractors and the employees of each shall not be responsible or liable for loss of profit, loss of operating time, or loss of, or reduction in use of, any facilities (including existing facilities) or any portion thereof, increased expense of construction, operation, or maintenance, expense of replacement products, or for any special, indirect, or consequential damages. GPI total liability to Client for any claims resulting from an Agreement, whether arising in contract, equity, tort (including strict liability), shall not exceed \$1,000,000 or the total agreed-upon price for the work scope specified, whichever is less.

10. ASSIGNMENT

This Agreement, and any assignment arising out of this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. GPI shall be permitted to delegate performance of all or a portion of the Work to any of its affiliates.

11. WAIVER

Waiver by either GPI or Client of any breach by the other of any of the terms or provisions of any Agreement shall be deemed not to be a waiver of breach on any other occasion of the same terms or provisions, or a waiver of breach of any other term or provision thereof.

12. RECORDS

- a. Unless otherwise expressly stated, all Work (such as documents, drawings, specifications or computer software) shall be prepared by GPI using its current standards and practices and remain the property of GPI. Client use of computer software is governed by a licensing agreement and fee.
- b. The Client has the unrestricted right to use the Work for the project or facility that is the subject of the assignment. The work is not intended or represented to be suitable for reuse by the Client or third parties as extensions of the project or facility or on any other project or facility. Any reuse without written permission, verification, or adaptation by GPI will be at Client's sole risk and GPI shall have no liability or responsibility for such reuse. The Client shall indemnify and hold harmless GPI from all claims, and damages, including attorney's fees arising from such reuse. Any verification or adaptation is not included with the Scope of Work and GPI shall be entitled to further compensation for such services.
- c. GPI shall retain project files which it has in its possession at the time of project completion including final project deliverables (reports, drawings, specifications, magnetic tapes, laboratory results, etc.) for five (5) years from completion of a project. The Client has the right to obtain copies upon payment of a copying fee. GPI may agree to provide retention beyond five (5) years if requested by the Client and Client agrees to pay all costs of such further retention if any.

13. PROPRIETARY INFORMATION

GPI and Client anticipate that they may reveal certain proprietary and confidential information to each other during the performance of the Work. Both GPI and Client agree to maintain the confidentiality of all such information and to take all appropriate measures to do so, such as, but not limited to, informing all persons having access to information of its confidential nature. Client shall not have any right to divulge the general scope and approximate scope of Work on this project for any other projects.

14. GOVERNING LAW

Any Agreement resulting from a Proposal, its administration and performance, and all rights, obligations, liabilities and responsibilities of the parties hereto, shall be governed by and interpreted in accordance with the laws of the State of New York.

15. ENTIRE AGREEMENT

This is the entire Agreement of the parties. This Agreement supersedes all other prior negotiations, representations or agreements, written or oral. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties hereto.

AGREEMENT

This Agreement is made by and between The City of Newburgh, NY (client), whose principal place of business is located at City Hall – 83 Broadway, Newburgh, NY 12550.

AND

Greenman-Pedersen, Inc., hereinafter known as the consultant, whose principal place of business is located at 80 Wolf Road, Albany, NY, 12205;

The parties hereto, on this ____ day of _____, 2022 agree to be bound by the within Terms and Conditions.

Mr. Todd Venning, City Manager/CEO

Date



Craig Tripp, RLA, LEED® AP
Greenman-Pedersen, Inc.

October 24, 2022
Date

June 23, 2022

Ms. Ellen J. Fillo
Director of Community Development
City of Newburgh
City Hall – 83 Broadway
Newburgh, NY 12550

efillo@cityofnewburgh-ny.gov

Re: **Delano-Hitch Park**
Site-Civil Engineering Proposal for
New Tot Lot/Playground Improvements

Dear Ms. Fillo:

GPI thanks you for the opportunity to present our proposal for professional site-civil engineering services for advancing the Delano Hitch Tot Lot project through design and construction. Having previously completed a survey for the park, conducted site visits with City representatives, and worked through schematic design concepts, this proposal is for design, bidding, and construction phase services associated with the referenced project. The following proposal has been developed based upon our discussions and correspondence with you as well as the chosen schematic design plan agreed upon by the City (see Figure 1).

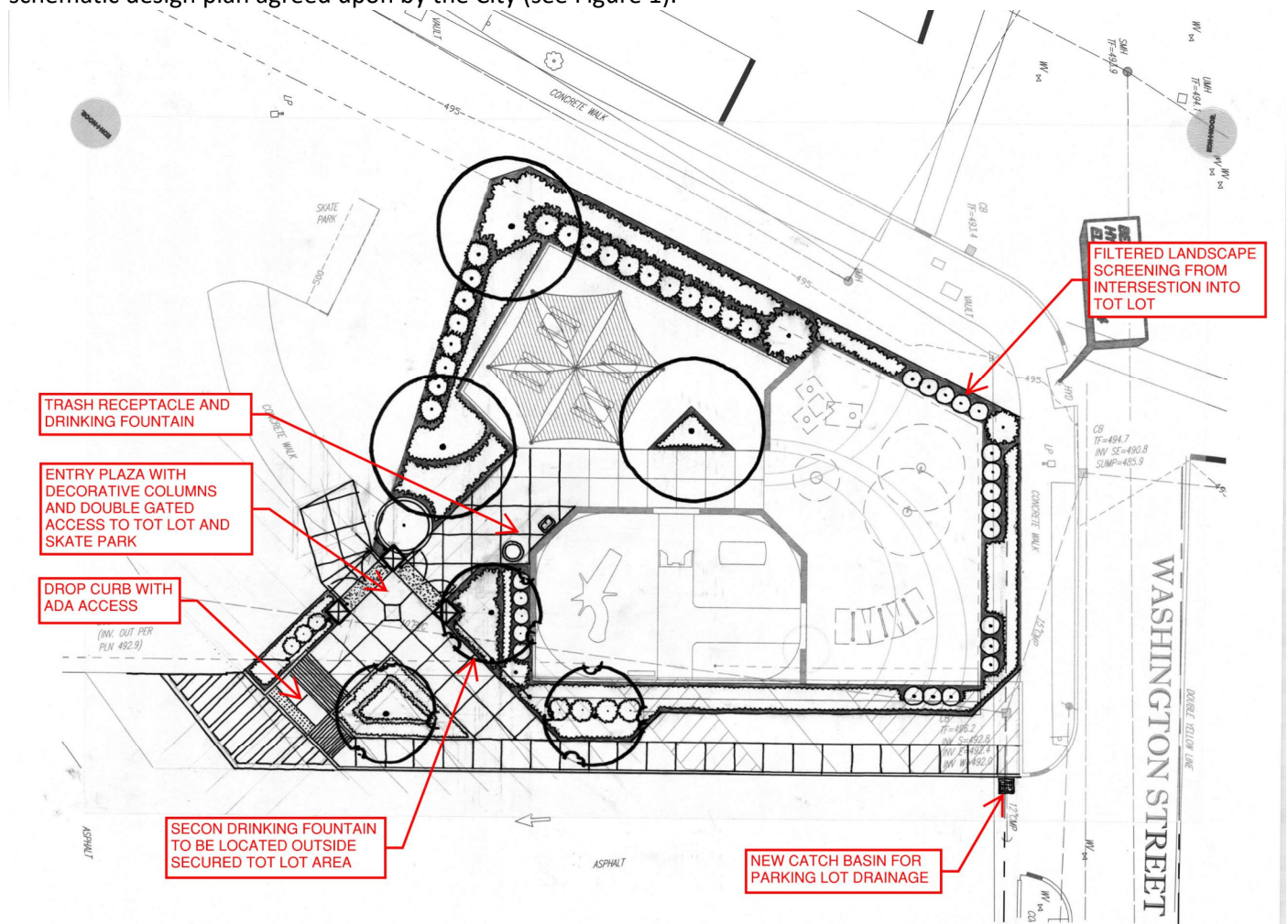


Figure 1

Project Understandings

This proposal has been developed based upon the following:

- Phasing: The site construction documents will be prepared as a single-phase set of bid documents.
- Plan/Specification Formatting: It is anticipated that if there are any specific formatting requirements for the preparation of plans for this project (whether based on funding sources or municipal regulations), the City will advise GPI of these prior to the commencement of work.
Specifications and the project manual will be prepared by GPI in accordance with the City's formatting requirements.
- Force Account/Volunteer Efforts: It is anticipated that all work associated with the project will be completed by the chosen contractor and that no work will be performed by City personnel or community/volunteer efforts.
- Pre-Purchased Elements: Per recent conversations, it is understood that the bid documents will be structured to include all site amenities and furnishings as part of the contractor's responsibility to include in their bids. Specific materials will be chosen and listed as the standard of quality for the project. If the City determines (prior to the preparation of final construction documents) to pre-purchase some project elements, GPI will format the relevant material call outs and product specifications within the bid documents to accommodate this approach.
- Site Disturbance: The site disturbance associated with this project will be under 1 acre of land. Accordingly, the preparation of a Stormwater Pollution Prevention Plan (SWPPP) is not required for this project and, therefore, is not included within this scope of services.
- Site Lighting: Per discussions with the City, no site lighting will be included for this project.
- Tot Lot Entry/Security: The tot lot design will include a perimeter security fence and gated entry points with columns for both the tot lot and the adjacent skate park.
- Shade Structure: The selected site concept plan includes provision for canvas shade structures. Per the concept plan, GPI will use an equilateral triangle product from Tenshon (tenshon.com) as the standard of quality and will coordinate the design accordingly.
- Spray-ground: The selected schematic design plan includes provision for a tot lot spray-ground area. Per coordination with the City during the schematic design development, the project will include products from Aquatix (Landscape Structures) for this portion of the project. GPI will coordinate with the manufacturer for incorporation of these elements into the design and GPI will provide design/detailing for the necessary placement and connections for water and electrical services to support this aspect of the project. System requirements for pipe sizing, electrical services, conduits, and other design elements will be provided by the manufacturer. Additionally, the City does not want to negotiate the health department aspects of a recirculating system and, as such, the design will utilize the on-site municipal water source which will discharge to the municipal storm system without recirculation.
- Utility Coordination: GPI will coordinate with the City and Central Hudson for any necessary forms or load letters for a new electrical service. It is assumed GPI will work with the City to coordinate any requirements for a new water service to support the scope of this project.
- Drinking Fountains: The project will include two drinking fountains: one located within, and one located outside of the secured tot lot area. This aspect of the project will require a health department permit.

Scope of Services

PHASE I: DESIGN DEVELOPMENT

Task 1 - Project Meetings and Design Coordination

As needed during the design development process, GPI will attend meetings and participate in phone calls/video conferences relevant to the project for purposes of coordinating the design with the City and product manufacturers. As the exact number of meetings and extent of coordination required cannot be quantified at this time, these services will be charged on an hourly basis for the staff utilized in accordance with GPI's Schedule of Fees included with this proposal. For purposes of this proposal, a budget estimate has been established for this task and is included within the fee schedule at the end of this proposal.

Task 2 – Detailed Site Plans

Through continued coordination with the City, Detailed Site Plans will be developed based on an advancement of the chosen Schematic Design Plan. The plans will utilize the recent site survey and will identify the proposed improvements for the site. The anticipated sheet breakdown is as follows:

- a. **Cover Page:**
The Cover Page will provide the Project Name, Project Address, Site Location Map and an Index of Drawings.
- b. **Existing Conditions Plan:**
The Existing Conditions Plan will utilize the partial boundary, topographic and utility survey completed for the project site.
- c. **Demolition Plan:**
Based upon the existing conditions, this plan will identify site elements that are required to be removed or otherwise modified to facilitate construction of the proposed improvements.
- d. **Layout and Materials Plan:**
The Layout and Materials Plan will show the proposed site improvements including pedestrian walks and seating areas, play surfacing and equipment, spray-ground area with associated water and electric services, landscaping, gated access points, edging, seat walls, and drainage features. Layout dimensions will be provided to convey locations and physical space requirements for site elements. Material call-outs (as necessary) will be provided with reference to construction detailing for key elements.
- e. **Grading, Drainage, Utility and Erosion Control Plan:**
The Grading, Drainage, Utility and Erosion Control Plan will show proposed contours along with rim elevations of any new utility structures and spot elevations at critical control locations. The plan will identify on-site improvements for storm water conveyance systems and the locations of proposed site utilities. To prevent soil erosion and sedimentation during construction, relevant measures will be identified on the plans. Measures will consider the NYS Standards and Specifications for Erosion and Sediment Control. Note that, if necessary for clarity of information, a separate site plan will be prepared for site utilities.
- f. **Landscape Plan:**
The Landscape Plan will include stabilization of areas disturbed by grading as well as landscaping enhancements within new plant beds.
- g. **Relevant Detail Sheets:**
Details will be developed for related site elements including trenching and pipe bedding, sidewalk and landscaping details, seat walls, foundations for shade structures, and other detailing required to identify site construction requirements.

Task 3 - Construction Drawings and Project Manual

After reviewing with the Client and obtaining sign-off and authorization to proceed, the Detailed Site Plans (Task 2) will be expanded upon to incorporate the information required for assembling bidding and construction document packages. This includes the preparation of a front-end manual for items such as the Notice to Bidders, Bonding Requirements, and General Conditions. GPI will work with the Client to ensure that any City requirements, forms, and references to City provided procurement items (if any) are incorporated into the documents. Technical specifications sections for site related work will also be included.

Task 4 - Bid Phase Assistance

Under this task, GPI will assist the City with preparation of a written description for the bid advertisement, outlining bid houses/advertising companies, and establishment of time-frames for contractor review and receipt of bids.

Note that the City will be responsible for the actual solicitation of the bids including posting of advertisements.

GPI will review Bid-phase Requests For Information (RFIs) that may be received from contractors and provide written responses. If necessary, bid addenda will be prepared and distributed to prospective bidders to clarify the bid documents. GPI will attend the bid opening and assist the City with the review/vetting of bids received including providing the City with a letter of recommendation for awarding the project.

PHASE II: CONSTRUCTION PHASE SUPPORT

Task 5 – Shop Drawing Review

After the construction contract has been awarded, GPI will review the contractor's submitted shop drawings for site related materials to ensure conformance with the contract drawings. Electronic versions of each submittal reviewed will be returned to the City and contractor via email for distribution to the project team.

Task 6 – Construction Administration

The following scope of services are for the provision of periodic construction phase observations and administration as necessary to confirm that the project is built in general accordance with the site plans and specifications:

- a. Pre-Construction Meeting:**
GPI will conduct a "pre-construction" meeting with the successful bidder to discuss project contract administration, schedule, and reporting.
- b. Periodic Construction Observation and Site Meetings:**
GPI will periodically review construction progress to assess general conformity with the project plans and specifications. Full time inspection and certification is not included in this task. For the purposes of this proposal, construction for site related work is anticipated take place over a 12-week period. The fee for this task includes site assessment walkovers and 1-hour-long, on-site construction progress meetings with the City and the contractor once per week for the anticipated 12 weeks. If the construction time frame extends beyond the 12-week estimate or if more frequent progress reviews are required, additional periodic construction observations will be provided at a rate of \$750 / site visit.
- c. Request for Information/Clarification:** GPI will review requests submitted by the Contractor in the form of RFI's and prepare coordinated responses.

Task RE00 – Reimbursable Expenses

This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, and photocopying/map reproductions. These direct costs will be billed under this task as incurred.

Professional Services Fee Schedule

Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

| Task No. | Task Description | Fee Estimate |
|--|--|---------------------------------|
| PHASE I – DESIGN DEVELOPMENT | | |
| 1 | Project Meetings / Coordination and Correspondence | \$6,750 |
| 2 | Detailed Site Plans | \$24,750 |
| 3 | Construction Drawings and Project Manual | \$15,000 |
| 4 | Bid Phase Assistance | \$2,750 |
| Total Phase I Fee | | \$49,250 |
| PHASE II – CONSTRUCTION PHASE SUPPORT | | |
| 5 | Shop Drawing Review | \$4,750 |
| 6 | Construction Administration | \$14,250 |
| Total Phase II Fee | | \$19,000 |
| RE00 | Reimbursable Expenses | <i>To be billed as incurred</i> |
| Total Estimated Cost | | \$68,250 |

Schedule

GPI is prepared to start on this work within one week of receipt of authorization to proceed.

Agreement

As initial authorization to proceed, please sign and return a copy of this letter agreement. As formal authorization to proceed, please sign and return a copy of our attached standard agreement.

Please feel free to contact me at (518) 694-2844 if you have any questions. GPI looks forward to working with you on this project.


Authorization:

Mr. Todd Venning, City Manager/CEO

Date:

Sincerely,

GREENMAN - PEDERSEN, INC.



Craig Tripp, RLA, LEED® AP
Senior Landscape Architect | Senior Project Manager

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
PRESENTING A KEY TO THE CITY AND
DEDICATING THE SOUTHEAST INTERSECTION OF PLANK ROAD AND ROBINSON
AVENUE AS SSG SANTIAGO FRIAS WAY**

WHEREAS, SSG Santiago Frias moved with his family from Schofield Barracks in Hawaii to the City of Newburgh in 2005, after being ambushed in Kirkuk Iraq during operation Iraqi Freedom and after receiving his Purple Heart by then President George W. Bush at Walter Reed Hospital; and

WHEREAS, SSG Frias enrolled at Mount St Mary College and graduated with a bachelor's degree in social work and then proceeded to engage in a variety of work in the community, including Safe Homes, Cornerstone Health Care, where he also taught Taekwondo, gave classes on how to stay healthy from diabetes and heart disease; and

WHEREAS, he volunteered in a wide variety of community organizations and loved helping his fellow man but his true passion was Taekwondo in which he was 4th Dan Black Belt Kukkiwon certified and participated in many tournaments winning many metals, certificates and trophies, believing that his discipline, learned at an early age, kept him and his siblings out of trouble leading to his decision to teach self-defense to others at the Newburgh mall and the Newburgh Armory Unity Center; and

WHEREAS, SSG Frias also worked for New York State Office of Children & Family Services, earning the love and respect of his coworkers and inmates and was awarded a master's degree in social work from Adelphi University posthumously because of excellent academic achievement; and

WHEREAS, SSG Frias consistently encouraged others to better themselves through education; was the life of the party who always made a funny joke, invited you to eat, or took the shirt off his back and gave it to whoever needed it; and

WHEREAS, it is fitting and appropriate that the achievements and community work of SSG Santiago Frias be permanently memorialized by the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, in recognition of the dedicated service to the Newburgh community by SSG Santiago Frias, that the southeast intersection of Plank Road and Robinson Avenue be named and dedicated in his honor as SSG Santiago Frias Way, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with his family; and that a copy of this resolution be forwarded to them, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh hereby bestows upon SSG Santiago Frias the ceremonial “Key to the City,” representing this Council’s respect, admiration and appreciation for his myriad of contributions to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

From: [Mayor Torrance Harvey](#)
To: [BalbuenaPalma, Omar E](#); [Venning, Todd](#); [Kelson, Michelle](#); [City Council](#); [Neppl, Michael](#); [Garrison, George](#)
Subject: Fw: SSG Santiago Frias moved with his family from Schofield Barracks in...
Date: Thursday, October 27, 2022 9:48:46 AM

Greetings everyone. I have been working diligently with Ms. Ali the sister of SSG Santiago Frias on a street naming ceremony for his military duty and valor for a few years now. The Covid -19 crisis took priority and my time and attention was diverted.

SSG. Santiago was awarded the Purple Heart for his distinguished service while being deployed in Iraq Freedom conflict. He also became an advocate for Newburgh residents for years with his community service. In 2019 he passed away just before the pandemic due to PTSD. I have discussed these matters with the council & have the votes to pass a resolution for a street naming ceremony on an easement perpendicular to the north end of carpenter street in the city of Newburgh. In addition, I'd like to also give the family a Key to the city as well for Mr. Frias's heroic military duty and his community service.

Please advise us on a timeline to make these requests a reality. Please read SSG Santiago Frias's biography below.

Thank you all for your time and consideration.

Mayor Torrance Harvey

[Sent from Smallbiz Yahoo Mail for iPhone](#)

Begin forwarded message:

On Thursday, October 27, 2022, 9:36 AM, Mayor Torrance Harvey
<torrance@torranceharvey.com> wrote:

Excellent!!!! Thank you. We will get this done.

Mayor Torrance Harvey

[Sent from Smallbiz Yahoo Mail for iPhone](#)

On Thursday, October 27, 2022, 9:27 AM, Paone, Joseph
<Joseph.Paone@mail.house.gov> wrote:

Thank you Christina for that moving story about your brother.

JOSEPH PAONE
DIRECTOR OF MILITARY AND VETERAN AFFAIRS

OFFICE OF U.S. REPRESENTATIVE SEAN PATRICK MALONEY
(NY-18)
123 GRAND STREET, 2ND FLOOR | NEWBURGH, N.Y. 12550 | P:
845.561.1259 | F: 845.561.2890

JOSEPH.PAONE@MAIL.HOUSE.GOV

*** CONFIDENTIALITY NOTICE: This email communication and any AND all attachments may contain confidential and privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it from your computer. Thank you. ***

From: CRISTINA ALI <cristina_ali@msn.com>
Sent: Wednesday, October 26, 2022 1:36 PM
To: Paone, Joseph <Joseph.Paone@mail.house.gov>; Mayor Torrence Harve <torrance@torranceharvey.com>; Joey Dume <Joedume201471@gmail.com>; Cristina Ali <Cristy73@gmail.com>
Subject: SSG Santiago Frias moved with his family from Schofield Barracks in...

SSG Santiago Frias moved with his family from Schofield Barracks in Hawaii to Newburgh in 2005, after being ambushed in Kirkuk Iraq during operation Iraqi Freedom. He moved to Newburgh after receiving his

Purple Heart by then President George W. Bush at Walter Reed Hospital. He became a student at Mount St Mary College where he majored in Social Work and he graduated with his Bachelor Degree. He did a variety of work in the community. He worked for Safe Homes, as a care manager. Santiago also worked for Cornerstone Health Care as a case manager, where he also taught Taekwondo, gave classes on how to stay healthy from diabetes and heart disease. He was big in volunteering from the local party to community functions. He loved helping his fellow man. But his true passion was Taekwondo. He was 4th Dan

Black Belt Kukkiwon certified. Over the years, he practiced and participated in many tournaments winning many metals, certificates and trophies. He believed that his discipline, learned at an early age, kept him and our siblings out of trouble. That's why he decided to teach others. Santiago taught self defense at the Newburgh mall and at the Newburgh Armory community center. He also worked for New York State Office of Children & Family Services, as a Youths Division Aide 4, where he earned the loved and respect of his coworkers and inmates. Santiago was working on his Master degree in social work

from Adelphi University which was awarded to him postmortem because of excellent academic achievement. He would always encourage others to better themselves through education, if there is an opportunity to learn something new, take it. He would say. "One good deed deserves another" he was the life of the party. The one that always made a funny joke, the one that invited you to eat. The one that took the shirt off his back and gave it to you if you needed it. The one that would fight for you if you needed fighting for. The one that would give you his food and stay hungry and be happy knowing you were full, because that was

**the type of man Santiago was.
And that is how I want him to be
remembered, as being for his
children and grandchildren and
his family and community. I don't
want him nor his name to be
forgotten after the day he passed
in 2019. That's why I used to tell
him "Chago, let's put your name
in the to the Purple Heart
museum you earned it. " And he
would alway tell me "no Cristy, I
was doing my job, I got hurt
while doing my job that's all, no
big deal. " I then would follow by
"yeah, but not everyone gets to
have their boss, the President of
the United States, go to their
hospital bed side with the 1st
lady and the Secretary of State**

**Condalisa Rice to present him
with the Purple Heart” And this is
why I inducted my brother SSG
Santiago Frias at The Purple
Heart Museum, and why I would
want a street named after him so
that everyone that sees his name
would know that once lived a
great man named SSG Santiago
Frias.**

Sent from my iPhone

November 21, 2019

Staff Sargent Santiago Frias

Santiago Frias was born on August 28, 1972 in Santo Domingo, Dominican Republic to Mr. Jose G. Frias and Cristina De Jesus. Santiago grew up in Santo Domingo with his mother until the age of thirteen. Then on February 17, 1986 he immigrated to the United States to live with his father Jose and stepmother Eneida in the Bronx, where he attended Adlai E. Stevenson High School with his siblings Zoraida, Jose Manuel, Lucytonia, Cristina, Victor, Friel and Jessica. He graduated High School in June of 1989. On September of 1987 Santiago was introduced to art of Taekwondo through a community based program given by Master Jhonny Gomez and he began training and his love for the sport and competitions began. Santiago enrolled in Hunter College after graduating HS. and attended for three semesters. Unfortunately, Santiago had to drop his schooling to work full time in the family own business The Bravo Supermarket located at 60 West 183rd Street Bronx NY. 10453. From August 1992 the Frias Family dedicated themselves to serving the community. Santiago also practiced and competed in many tournaments winning matches and representing the Dominican Republic in an Olympic event winning a bronze medal for the national team. Santiago reached a Froth Dan Black belt and was a member of World Taekwondo Federation. His awards are in display at the Kukkiwon/WTF. In 1995 Santiago got married and his first son Ricardo Frias was born on April 1, 1996. The birth of his first child and the need to give his family a better future motivated him to join the US ARMY in the fall of 1996. Santiago completed boot camp and was stationed in Fort Bragg North Carolina when his second son Gabriel Santiago Frias was born. He completed many trainings with the 21st infantry division, including airborne schooling in Fort Benning Georgia. In 1999 Santiago was deployed to a peace keeping mission in Kosovo. In late 2000 he was stationed in Schofield Barracks in Hawaii where his third child Adriana Frias was born on November 5, 2002. Santiago's eagerness for knowledge and enthusiasm for learning motivated him to always take the opportunities offered to complete whatever training was offered to him. Therefore Santiago reached the Rank of Staff Sargent. On his last deployment to Kirkuk Iraq in 2004, on March 7, three Schofield Barracks soldiers from the 25th infantry Division were injured in an ambush shooting. In which Santiago received multiple gunshot wounds, however he was able to return enemy fire and save his life and that of fellow soldiers Staff Sgt Timothy Pollock and Maj. Scott Halstead. At first treated in a hospital in Kirkut air base then transferred to Germany in critical conditions to be flown to Walter Reed in Washington DC., where he had to undergo several surgeries to repair internal damage.

caused by the gun shoot wounds. On March 19th 2004 President George W. Bush, first lady Laura Bush presented Santiago with the Purple Heart, on his bed side at Walter Reed Army Medical Center. After a long painful recovery Santiago was honorably discharged, and focused in completing a masters degree in Social Work at Mount Saint Mary College in Newburgh NY. After graduating he began to work as a care manager at Cornerstone Family Heath. Santiago always focused on his love for martial arts and self defense teaching Taekwondo at the Newburgh mall and at the health center to promote heathy living and self-defense. Santiago was one semester away from completing a masters in social work from Adelphi University. In addition, he always dreamed of opening a school to give the children in the community a safe place where they would learn discipline and while keeping themselves off the street. Santiago began working for OCFS the New York State of Children and Family Juvenile Detention Facility in Goshen NY, and was a very passionate individual that took to heart every he did, always wanting to encourage other to better themselves. And preaching the word of the lord. He volunteer his time to the community, was always ready willing and able to help anyone in need, and a humble man that did not like to be recognized and honor for his accomplishments, for in his words "I'm just doing my job."

Santiago passed away at 46, on January 23, 2019. Leaving a void on those he touched with his kindness, sense of humor. He loved to drink a cup of coffee and share a meal with his friends and family. No matter how much physical or mental pain he was going through he made sure everyone had a laugh even if it was at his expense. Santiago didn't like to see people in need therefore he when out of his way to help those in need.

From: [Mayor Torrance Harvey](#)
To: [Kelson, Michelle](#); [Garrison, George](#); [City Council](#); [Venning, Todd](#)
Subject: Fw: SSG Santiago Frias Way
Date: Tuesday, November 1, 2022 12:45:54 PM

Michelle, enclosed is a map of the proposed street for naming it after SSGT Santiago Frias. I believe this is a different location that what was proposed prior.

[Sent from Smallbiz Yahoo Mail for iPhone](#)

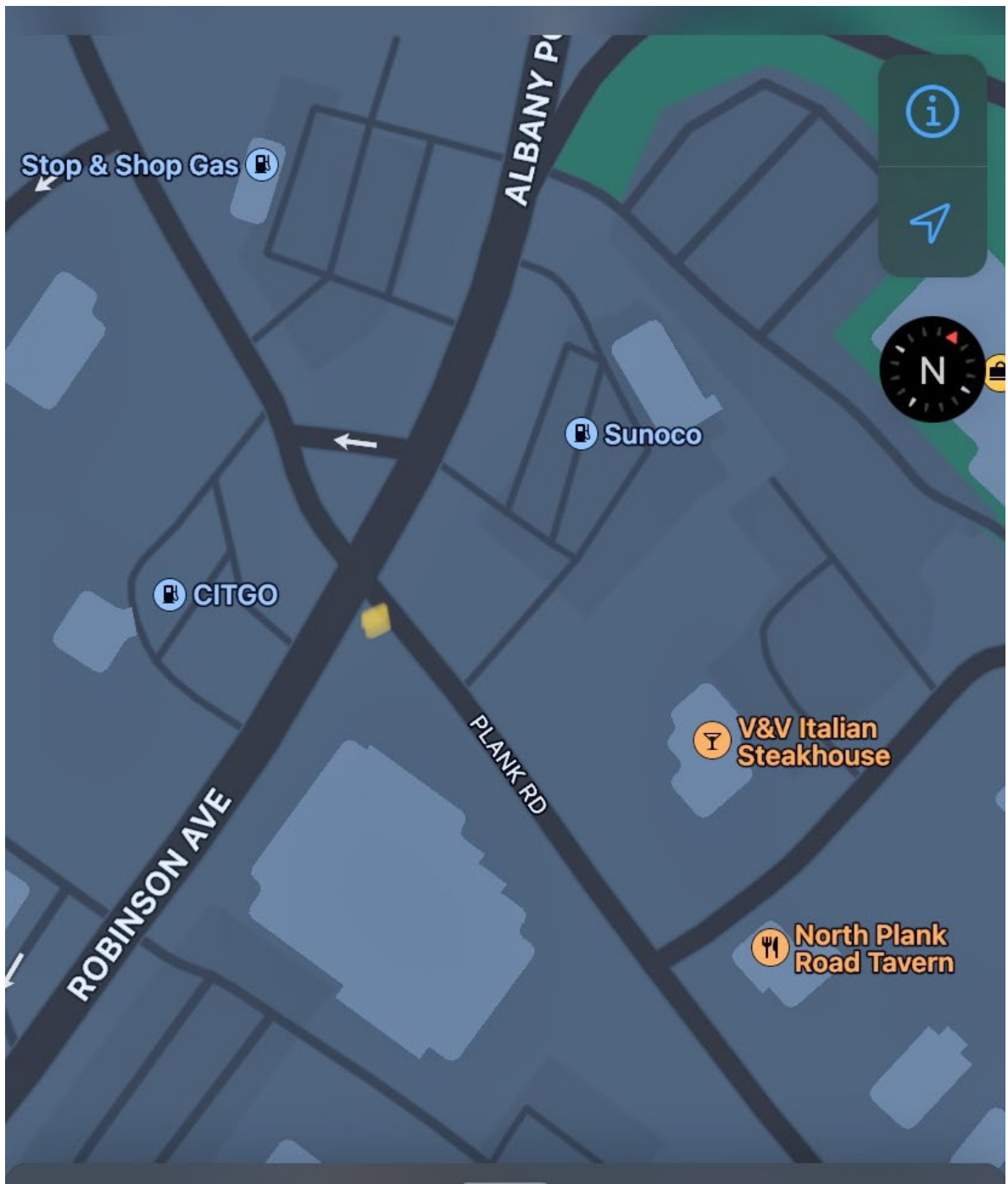
Begin forwarded message:

On Tuesday, November 1, 2022, 11:12 AM, CRISTINA ALI <cristina_ali@msn.com> wrote:

Good morning,

I'm re cooperating from brain surgery. However that no excuse for not submitting my request sooner or complete. I have had enough time to think about what and where I like to honor my brother's memory. And I see it fit there in the corner of Plank Rd and Robinson Avenue where he turned so many time to go to his house, my house and his college where he graduated with his BS degree Mount St Mary College. It's also where we would often time gas up at the Sunoco and go on our many trip to the city, to see and work with our family in the Bronx.

For you see I live on Carpenter, he lived on North and Plank united as the triangle unite carpenter and north and plank rd at the end of the street therefore Plank Rd is the street I like to be renamed SSG Santiago Frias Way



Sent from my iPhone

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING SUPPORT FOR
THE NEW YORK STATE CLIMATE ACTION COUNCIL SCOPING PLAN**

WHEREAS, the Sixth Assessment of the International Panel on Climate Change (IPCC) finds that climate change is causing dangerous and widespread disruption in nature and affecting the lives of billions of people around the world; and

WHEREAS, the IPCC Assessment concludes that rapid, deep and sustained reductions in global greenhouse gas emissions (GHG) are necessary, including accelerated action in this critical decade, to limit global warming to within 1.5°C and 2°C in this century; and

WHEREAS, New York State recognizes the urgent need to reduce and eliminate GHG emissions in the atmosphere, passing the 2019 Climate Leadership and Community Protection Act ("Climate Act") committing the State to:

- reduce GHG emissions by 40 percent by 2030 below 1990 levels, and achieve net-zero emissions by 2050;
- meet 70 percent of electricity needs from renewable resources by 2030, and 100 percent of electricity needs from zero-emissions resources by 2040;
- ensure a just and equitable transition that leaves no one behind, and dedicate up to 40 percent of the benefits of clean energy investments to Disadvantaged Communities; and

WHEREAS, the New York State Climate Action Council has approved for public comment a Draft Scoping Plan to meet New York's climate and equity goals; and

WHEREAS, the Scoping Plan calls for shifting to energy-efficient electrification in buildings and transportation as the primary solution to replace fossil-fuel combustion in these sectors, which together account for 60 percent of the state's carbon emissions; and

WHEREAS, the Scoping Plan calls for a phase-down of emissions from fossil fuel-fired electricity generation, while ensuring support and protections for impacted workers as they transition to clean energy jobs; and

WHEREAS, the 2021 Jobs Study by the Just Transition Working Group for the NYS Climate Action Council estimates that meeting New York's climate goals will result in a net gain of 189,000 jobs across the state by 2030, alone, with a ratio of jobs gained to jobs displaced of 10 to 1; and

WHEREAS, the Scoping Plan includes measures that would expand the development of renewable resources and battery storage, encourage "agrivoltaics," or the co-location of agricultural activities with solar and wind, and provide resources to communities to assist with renewable siting and land-use planning; and

WHEREAS, the Scoping Plan recognizes the critical role that rural landscapes play, both natural and working lands, in sequestering carbon emissions and enabling the state to achieve net-zero emissions, and the importance of agricultural land preservation, open space protection, support for farmers to improve soil health, and policies that expand afforestation and reforestation and incentivize and assist private landowners in implementing sustainable forest management practices; and

WHEREAS, the Integration Analysis for the Scoping Plan finds that meeting emissions reduction goals of the Climate Act is technically feasible and will have the additional and significant benefit of improving public health by eliminating co-pollutants from fossil fuel combustion, resulting in an estimated \$50 to \$120 billion in health-related savings by 2050; and

WHEREAS, according to NYSERDA, over half of what New Yorkers currently spend on energy leaves New York, mostly for fossil fuels; and

WHEREAS, our communities would be better served by keeping energy spending primarily within the local economy;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh affirms the critical importance of meeting the emissions and equity goals of the Climate Act, which will help mitigate dangerous warming while delivering the additional benefits of improving public health, economic opportunities, agricultural land open space protection, and quality of life for the people of the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh declares its support for prohibiting an expansion of fossil fuel infrastructure, which contradicts the goals of the Climate Act, and for transitioning to efficient electricity-based solutions for buildings and transportation; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh supports a planning process for a managed transition of the utility gas system that maintains affordable, safe, and reliable utility service and protects low- and moderate-income households from an undue burden in the transition; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh supports the recommendations of the Scoping Plan for advanced building codes that will improve the energy efficiency of new buildings, creating healthier living and work environments while reducing monthly energy costs; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh supports the recommendations of the Scoping Plan to phase in code requirements prohibiting on-site combustion of fossil fuels in new buildings over a 2024-2027 period; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh calls on the Climate Action Council to include in the Scoping Plan the necessary policies and support to help owners of existing buildings improve energy efficiency and transition to zero-emissions equipment, ensuring cost parity with fossil systems, with incentives and financing assistance as necessary; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh supports Scoping Plan recommendations that make electric vehicles more affordable relative to gas-powered vehicles, and expand fast-charging infrastructure; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh urges the Climate Action Council to include in the Scoping Plan recommendations to expand assistance for all-electric upstate municipal transit systems; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh further urges the New York State Department of Environmental Conservation and NYSERDA to immediately launch a sustained statewide public education and information campaign on the benefits of a clean energy economy and climate-friendly choices by consumers of heating and cooling systems, transportation, and products and appliances; and

BE IT FURTHER RESOLVED, that the City Clerk, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the Commissioner of the NYS Department of Environmental Conservation, President of NYSERDA, Chair of the NYS Public Service Commission, the NYS Climate Action Council, and Members of the State Senate and Assembly representing the City of Newburgh.

Draft Scoping Plan

Overview

January 2022



Climate Action
Council

Climate Leadership and Community Protection Act (CLCPA) – Overview

Carbon neutral economy, mandating at least an 85% reduction in emissions below 1990 levels

40% reduction in emissions by 2030

100% zero-emissions electricity by 2040

70% renewable electricity by 2030

9,000 MW of offshore wind by 2035

6,000 MW of distributed solar by 2025

3,000 MW of energy storage by 2030

185 TBtu on-site energy savings by 2025

Commitments to climate justice and just transition

Climate Action Council

**Doreen Harris,
Chair**
Acting President &
CEO: NYSERDA

Basil Seggos, Chair
Commissioner: Dept.
of Environmental
Conservation

Richard Ball
Commissioner: NYS
Department of
Agriculture and
Markets

**Marie Therese
Dominguez**
Commissioner: NYS
Department of
Transportation

Thomas Falcone
CEO: Long Island
Power Authority

Hope Knight
Acting Commissioner
and President & CEO-
designate: Empire
State Development

Justin Driscoll
Acting President and
CEO: New York Power
Authority

Roberta Reardon
Commissioner: New
York State
Department of Labor

Rory Christian
Chair: New York State
Public Service
Commission

Robert J. Rodriguez
Secretary of State, NYS
Department of State

**RuthAnne
Visnaukas**
Commissioner and
CEO: NYS Homes and
Community Renewal

Mary T. Bassett
Commissioner: New
York State Department
of Health

Donna L. DeCarolis
President: National
Fuel Gas Distribution
Corporation

Gavin Donohue
President and CEO:
Independent Power
Producers of New
York

Dennis Elsenbeck
President: Viridi
Parente, Inc.

Rose Harvey
Senior Fellow for
Parks and Open
Space: Regional Plan
Association

Bob Howarth
Professor of Ecology
and Environmental
Biology: Cornell

Peter Iwanowicz
Executive Director:
Environmental
Advocates NY

Vacant
Governor Appointee

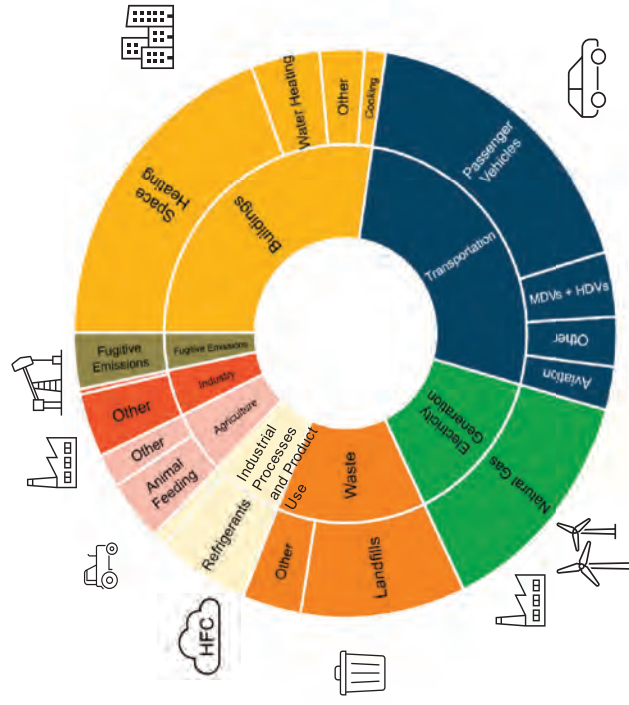
Anne Reynolds
Executive Director:
Alliance for Clean
Energy New York

Raya Salter
Principal: Imagine
Power LLC

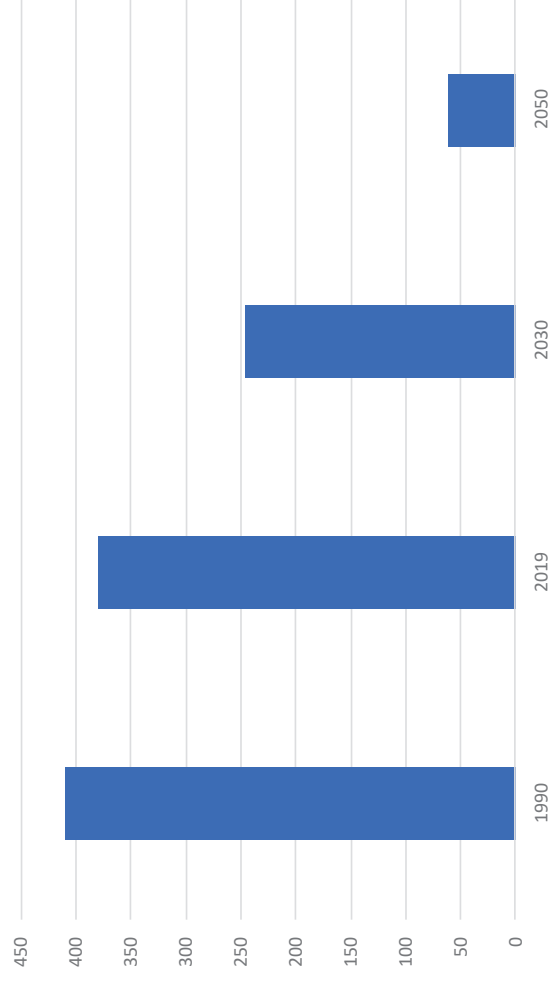
Paul Shepson
Dean of School of
Marine &
Atmospheric Sciences:
Stony Brook Univ.

GHG Emissions Reduction Requirements

Current Estimated GHG Emissions by Sector

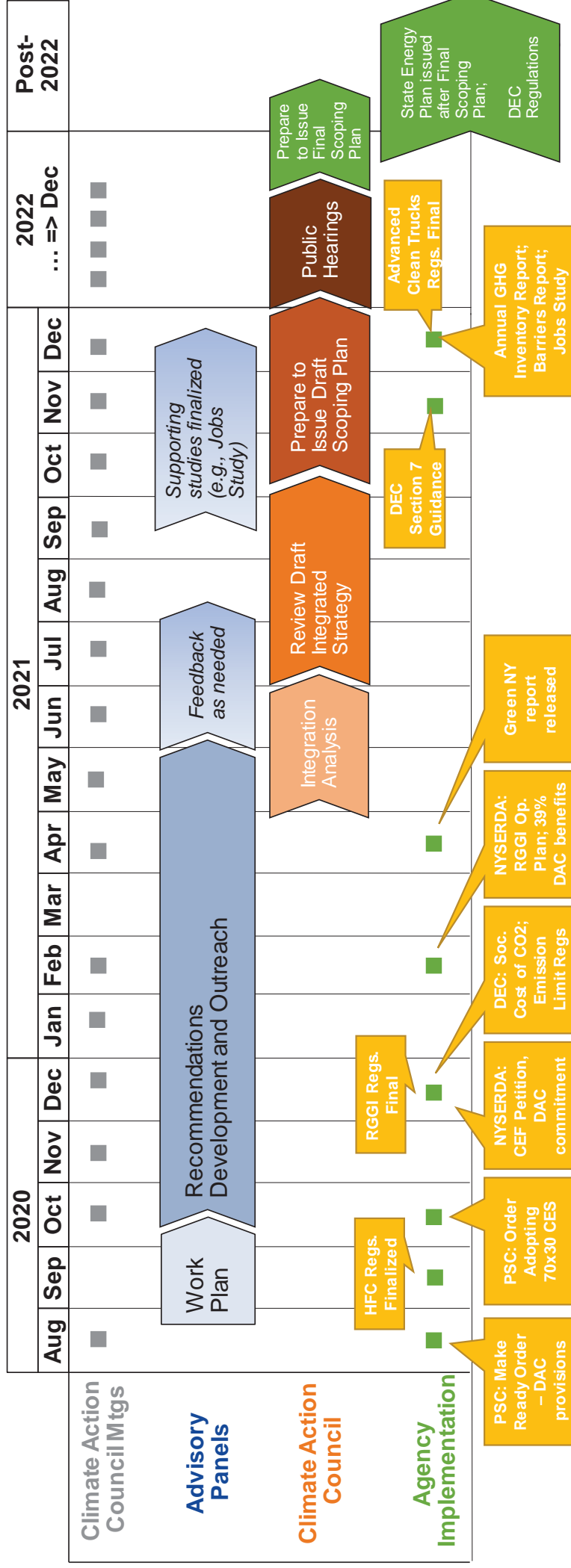


New York State GHG Emissions (MMtCO₂e)



CLCPA: Timeline and Progress

Implementation of New York's Climate Act is on track and moving forward expeditiously



Process for developing the Draft Scoping Plan

The Climate Act requires the CAC to develop a draft Scoping Plan to meet statutory emission limits by the end of 2021

- > The Draft Plan is informed by recommendations of Advisory Panels, Just Transition Working Group, and Climate Justice Working Group
- > Reflects the consensus recommendations from the Advisory Panels and JTWG as the strategies to achieve the emissions limits
- > Considers climate justice, job creation, cost reductions, public health benefits, minimizing emission leakage
- > Emissions addressed include upstream emissions associated with fossil fuels from out-of-state
- > Undertakes comprehensive benefit-cost analysis
- > The recommendations formed basis of scenario modeling to show impact of interaction of strategies across sectors
 - 3 scenarios to achieve emissions limits – seeking public feedback on the mix of strategies and level of ambition

Summary of Strategies in the Draft Plan

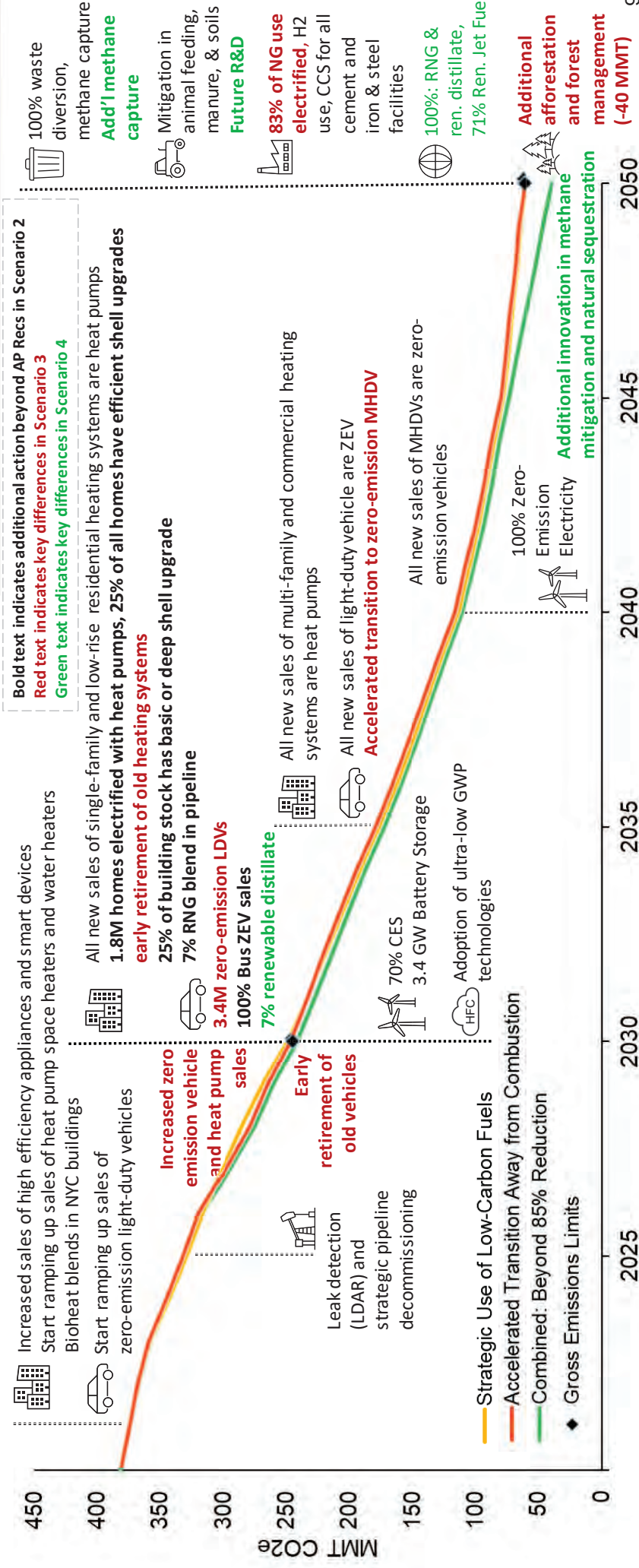
The Draft Scoping Plan scenarios advance several key strategies that are fundamental to achieving the emission limits

- > Energy efficiency measures that achieve the Climate Act energy efficiency goal
- > Transition from fossil fuels to electrification in buildings
- > Zero emissions electricity
- > Transportation electrification
- > Enhancement of transit, smart growth, and reduced vehicle miles traveled (VMT)
- > A transition to low-GWP refrigerants and enhanced refrigerant management
- > Maximizing carbon sequestration in New York's lands and forests
- > Eliminate fugitive methane emissions across the waste, agriculture, and energy sectors
- > A diverse portfolio of solutions in industry, including efficiency, electrification, and limited and strategic use of low-carbon fuels and carbon capture technologies for certain industrial applications.

Scenario Overview

- > Scenarios that meet or exceed GHG emission limits, achieve carbon neutrality by midcentury
 - Foundational themes across **all** mitigation scenarios based on findings from Advisory Panels and supporting analysis
 - Zero emission power sector by 2040
 - Enhancement and expansion of transit & vehicle miles traveled reduction
 - More rapid and widespread end-use electrification & efficiency
 - Higher methane mitigation in agriculture and waste
 - End-use electric load flexibility reflective of high customer engagement and advanced techs
 - **Scenario 2: Strategic Use of Low-Carbon Fuels**
 - Includes the use of bioenergy derived from biogenic waste, agriculture & forest residues, and limited purpose grown biomass, as well as green hydrogen, for difficult to electrify applications
 - **Scenario 3: Accelerated Transition Away from Combustion**
 - Low-to-no bioenergy and hydrogen combustion; Accelerated electrification of buildings and transportation
 - **Scenario 4: Beyond 85% Reduction**
 - Accelerated electrification + limited low-carbon fuels; Additional VMT reductions; Additional innovation in methane abatement; Avoids direct air capture of CO₂

Comparison of the Mitigation Scenarios



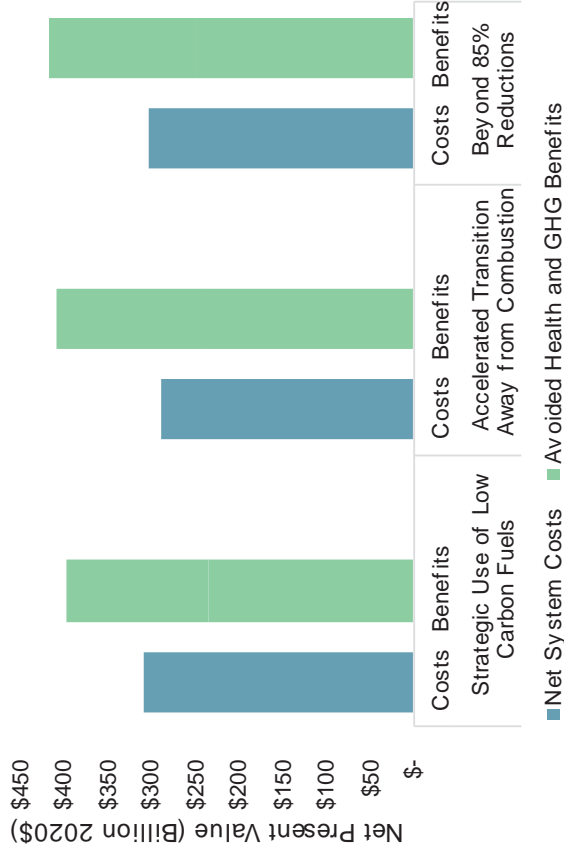
Key Benefit-Cost Findings

[NPV 2020-2050]

Cost of Inaction Exceeds the Cost of Action by more than \$90 billion

There are significant required investments to achieve Climate Act GHG Emissions Limits, accompanied by even greater external benefits and the opportunity to create hundreds of thousands of jobs

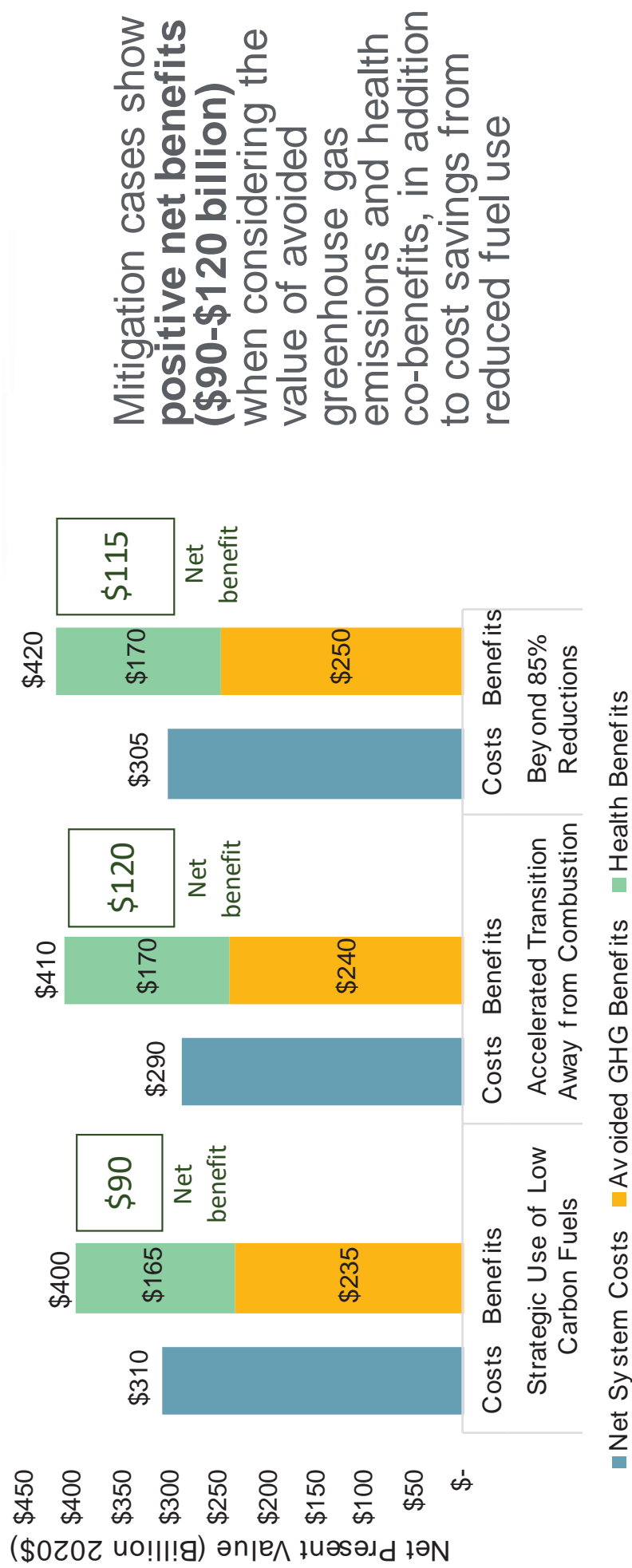
2020 - 2050



- **Net benefits range from \$90-\$120 billion**
- Costs are a small share of **New York's economy**: 0.6-0.7% of GSP in 2030 and 1.4% in 2050
- As a share of current overall **system expenditures**, costs are moderate: 9-11% in 2030 and 25-26% in 2050

Benefit-Cost Assessment

Net Present Value of benefits and costs relative to Reference, including net direct costs, GHG benefits, and health benefits (2020 – 2050)



Integration Analysis Findings

- > **Achieving deep decarbonization is feasible by mid-century.** Achieving the emission limits **requires action in all sectors**, requiring critical investments in New York's economy.
- > **Energy efficiency and end-use electrification are essential.** Approximately 1 to 2 million efficient homes will need to be electrified with heat pumps by 2030. Approximately 3 million zero-emission vehicles (predominantly battery electric) will need to be sold by 2030.
- > **New York will need to substantially reduce VMT while increasing access to public transportation.** This should include expanding transit services structured around community needs, smart growth inclusive of equitable TOD (E-TOD), and transportation demand management.
- > **Consumer and community decision-making is key, and especially important for the purchase of new passenger vehicles and heating systems for homes and businesses through the next decade.** In all modeled scenarios, zero-emission vehicles and heat pumps will need to become the majority of new purchases by the late 2020s, and fossil fuel-emitting cars and appliances will no longer be sold after 2035.
- > **A transition to low-GWP refrigerants and enhanced refrigerant management will be required** to electrify while reducing and ultimately eliminating GHG emissions from HFC-based refrigerants used in today's heat pumps.

Integration Analysis Findings (cont'd)

- > **Low-carbon fuels such as bioenergy or green hydrogen have a role**
 - **Sectors that are challenging to electrify**, including MHD vehicles and high-temperature industrial, potential application in district heating and non-road transportation such as aviation and rail.
 - **Electricity system reliability beyond 2040**, increased electrification results in electric consumption doubling and peak load nearly doubling by 2050, and New York becomes a winter peaking system by 2035. Firm, zero-emission resources, such as green hydrogen or long-duration storage are needed
- > **Necessary methane emissions mitigation in waste and agriculture will require transformative solutions.** Massive diversion of organic waste from landfills and innovative manure management and animal feeding practices coupled with the capture of fugitive methane emissions
- > **Large-scale carbon sequestration opportunities include lands and forests and negative emissions technologies.** Protecting and growing New York's forests is required for carbon neutrality. Negative emissions technologies (such as the direct air capture of CO₂) may be required if the state cannot exceed 85% direct emissions reductions by 2050. Strategic land-use planning will be essential to balance natural carbon sequestration, agriculture activities, new renewables development, and smart urban planning (smart growth).
- > **Research, development, and demonstration (RD&D) is key.** Additional innovation will be required in areas such as carbon sequestration solutions, long-duration storage, flexible electric loads, low-GWP refrigerants, and animal feeding, in concert with federal action (such as Earthshots).

Health Effects

Overview of the Analyses

The public health benefits analysis includes three components:

1. Improvements in **ambient air quality** from reduced fuel combustion
 - Using EPA's Co-Benefits Risk Assessment Health Impacts Screening and Mapping Tool (COBRA), NYS quantified **air quality and health benefits** resulting from the pathways analyzed from 2020 to 2050
2. Health improvements from increased **active transportation** (e.g., walking and cycling)
 - The potential for public health benefits from increased activity while accounting for changes in traffic collisions were estimated using the *Integrated Transport Health Impacts Model* (ITHIM)
3. Health benefits associated with **energy efficiency interventions** in low- and moderate-income homes
 - This analysis applies the average values from published literature on the health and safety benefits of energy efficiency and weatherization programs to estimate the benefits of such programs in NYS

Key Findings

- Decarbonization of New York can result in a substantial health benefit from improved air quality, on the order of **\$50 - \$120 billion** from 2020-2050 (based on reduced mortality and other health outcomes)
 - Benefits would be experienced **throughout the state** and downwind of the state in neighboring states.
 - Benefits of reduced fossil fuel combustion are **higher in urban areas** due to both higher emissions and larger impacted population.
 - Although no strategies target wood combustion specifically, **upstate areas** experience benefits of from reduced wood combustion due to electrification and energy efficiency.
 - Annual benefits **grow over time** as pollution rates decrease.
- In addition, we estimate other related potential health benefits:
 - **\$40 billion** associated with the health benefits of increased **active transportation** (e.g., walking, cycling)
 - **\$9 billion** associated with energy **efficiency interventions** in **low- and moderate-income homes** (additional benefits, not quantified, may occur in other buildings as well)

2022 Next Steps

Draft Scoping Plan Public Comment

Public hearings

| | |
|----------------|---|
| April 5, 4:00 | Bronx Community College, Bronx |
| April 6, 4:00 | Brookhaven Town Hall, Brookhaven |
| April 12, 4:00 | Binghamton University, Binghamton |
| April 14, 4:00 | Empire State Plaza, Albany |
| April 26, 4:00 | SUNY-ESF, Syracuse |
| April 27, 3:30 | Buffalo & Erie County Public Library, Buffalo |
| May 3, 4:00 | NYC City College of Technology, Brooklyn |
| May 7, 10:00am | Virtual |
| May 10, 4:00 | The Wild Center, Tupper Lake |
| May 11, 4:00 | Virtual |

Written comment submissions:

- Comment form at [Climate Act website](#)
- Email to scopingplan@nysesda.ny.gov
- U.S. mail sent to Draft Scoping Plan Comments, NYSERDA, 17 Columbia Circle, Albany, NY 12203

Comment period ends June 10, 2022

See <https://climate.ny.gov/CAC-Meetings-and-Materials> for venue and pre-registration information, webcast for viewing in-person hearings, and links to virtual hearings

RESOLUTION NO.: _____ - 2022

OF

NOVEMBER 14, 2022

RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 28, 2022
TO HEAR PUBLIC COMMENT CONCERNING “A LOCAL LAW AMENDING
ARTICLE III, ENTITLED ‘SANITATION USER FEES; DUMPSTER USER FEES’ OF
CHAPTER 183 OF THE CITY OF NEWBURGH CODE OF ORDINANCES

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law amending Article III entitled ‘Sanitation User Fees; Dumpster User Fees’ of Chapter 183 of the City of Newburgh Code of Ordinances”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 28th day of November, 2022.

LOCAL LAW NO.: _____ - 2022

OF

_____, 2022

**A LOCAL LAW AMENDING ARTICLE III, ENTITLED “SANITATION USER FEES;
DUMPSTER USER FEES” OF CHAPTER 183 OF THE
CITY OF NEWBURGH CODE OF ORDINANCES**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Article III of Chapter 183 of the City of Newburgh Code of Ordinances entitled “Sanitation User Fees, Dumpster User Fees” be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law amending Article III entitled ‘Sanitation User Fees, Dumpster User Fees’ of Chapter 183 of the City of Newburgh Code of Ordinances”.

SECTION 2 - AMENDMENT

The Article III of Chapter 183 of the Code of Ordinances of the City of Newburgh entitled “Sanitation User Fees; Dumpster User Fees” hereby is amended to read as follows:

Article III. Sanitation User Fees; Dumpster User Fees

§ 183-24 Definitions.

As used herein, the following terms shall have the meanings indicated:

COMMERCIAL PROPERTY

Any commercial building or portion thereof containing 5,000 square feet or more, devoted in whole or in part to nonresidential purposes. This term shall include, but not be limited to, clubs, retail stores, offices, restaurants, banks, recreational facilities and enterprises involving the sale of goods or services at retail to the general public conducted for profit or not-for-profit, but not including industrial properties.

DWELLING UNIT

One or more rooms with provisions for living, sanitary and sleeping facilities arranged for the use of one family.

Underlining denotes additions

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INDUSTRIAL PROPERTY

Any premises or portion thereof devoted to the manufacture, compounding, processing or treatment of goods or to the storage and shipping of goods which do not involve the sale of goods or services at retail to the general public.

OWNER

The person or entity to whom a piece of real property is assessed on the current assessment roll of the City.

RESIDENTIAL PROPERTY

A building or structure containing one or more dwelling units which are intended to serve as permanent places of abode and not transient or emergency accommodations. The term "residential property" shall not include hotels, motels, boarding or rooming houses, hospitals, clubs, schools or dormitories.

SMALL COMMERCIAL PROPERTY

Any commercial building or portion thereof containing 5,000 square feet or less, devoted in whole or in part to nonresidential purposes. This term shall include, but not be limited to, clubs, retail stores, offices, restaurants, banks, recreational facilities and enterprises involving the sale of goods or services at retail to the general public conducted for profit or not-for-profit, but not including industrial properties.

§ 183-25 User fees to be charged for garbage collection.

A. Small commercial properties. The owner of each small commercial property within the City of Newburgh where commercial wastes are removed by the City shall be charged for the removal of commercial wastes generated by such properties at a rate of one commercial stop fee plus two dwelling unit fees per month.

B. Residential properties. The owner of each property within the City of Newburgh in the residential classification where wastes are removed by the City shall be charged per month for the removal of such waste at the rate of one residential stop fee plus one dwelling unit fee for each dwelling unit in the residential building. The number of dwelling units to be charged fees with regard to any property shall be determined by the number of dwelling units indicated on the certificate of occupancy for said property. A property containing rooming and boarding units shall be charged one dwelling unit fee for each rooming or boarding unit as indicated upon such property's certificate of occupancy.

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C. Commercial properties. The owner of each commercial property within the City of Newburgh where wastes are removed by the City shall be charged for the removal of such wastes at the rate of one commercial stop fee plus four dwelling unit fees for each month.

D. Fees defined and set.

(1) Commercial Stop fee. A commercial stop fee is the fee for the garbage truck making a stop in front of a commercial or small commercial property as defined in Section 184-24. The commercial stop fee shall be computed as set forth in Chapter 163, Fees, of this Code.

(2) Residential Stop fee. A residential stop fee is the fee for the garbage truck making a stop in front of a residential property as defined in Section 184-24.

(3) Dwelling unit fee. A dwelling unit fee is the fee charged for collection of garbage from one dwelling unit for a period of one month. The dwelling unit fee shall be computed as set forth in Chapter 163, Fees, of this Code.

~~(4.3)~~ The Council shall adjust the above rates from time to time so that the amount charged shall be sufficient to fund the operating costs of garbage collection services together with an appropriate proportional share of such capital improvements, principal and interest payments on bonds that may be issued to finance such garbage collection operations, and such other related expenses as the Council may deem necessary to fund collection operations, all under the Sanitation Fund.

E. Bills for sanitation user fees. Bills for sanitation user fees shall be prepared and sent to each owner on a quarter-annual basis, starting on August 1, 1991, in the same manner as water and sewer charges are now billed and distributed, except that sanitation user fees shall be billed and paid during the first month of the calendar quarter in which sanitation removal services are performed, in the months of January, April, July and October. Bills for user fees shall be payable within the same time limits as may be prescribed in the Charter for the payment of water bills.

§ 183-26 Overdue and unpaid sanitation user fees to become liens; collection; interest and penalties; enforcement.

A. The amounts charged as sanitation user fees shall become liens against the real property to which they relate at the time rendered and in the same manner as water rents become liens and shall be collectible against such real property as provided by law.

B. Overdue and unpaid sanitation user fees shall be subject to the same interest, penalties and fees as provided for the collection of water rents and, in all respects, like proceedings shall be had by the City Collector as are or may be provided by law for the collection of water rents if they remain unpaid. The City Collector shall report to the Council all user fees imposed after January 1, 1993, with the interest and penalties thereon, which remain unpaid as of 30 days prior to the last date

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prescribed by law for the annexation of tax warrant to the assessment roll, together with a brief description of the property for which said sanitation services were provided and the name and address of the person or corporation liable to pay such amount. The Council shall then, no later than its regular meeting on the fourth Monday in November of each year, levy all amounts remaining unpaid on the date taxes are levied against the real property for which or in connection with which such sanitation service was provided.

C. The amount so charged as a sanitation user fee and all interest, fees and penalties thereon shall be a lien on the real property on which the charges accrued and shall be collected and enforced as provided by law.

D. In case the City Collector shall return any sanitation user fees uncollected, the City Manager may cut off sanitation service to the property charged until such sanitation user fees and all interest, penalties and fees are fully paid.

§ 183-27 Application for reduction or elimination of service charge.

A. Any person applying to the Superintendent for a reduction or elimination in the service charge imposed on his property by §183-25 of the Code of Ordinances shall do so on an application form to be provided by the Superintendent, which form shall be signed and notarized by the property owner. Upon receipt of such a request, the Superintendent shall investigate the facts of the application and offer the applicant an informal hearing as to why the application should be granted and shall make a written determination granting or denying the application. The Superintendent's determination shall be final.

B. The only grounds for reduction or elimination of such service charge are as follows:

(1) That a mistake was made on the part of the City in classifying the property.

(2) A senior citizen tax exemption shall have been granted pursuant to Chapter 270, Article II, of the Code of Ordinances in regard to the property, in which case a percentage reduction in the service charge shall be granted equal to the percentage exemption of assessed valuation granted by said article for the same property.

C. Residential property with an adjoining vacant lot, owned by the same entity, shall be charged only one stop fee per month, including both parcels. The property owner must request this exemption or the billing shall reflect a separate stop fee.

D. Reductions in the amount of the user charge applying to any particular property shall be for the current billing period only. Applications for reduction must be made for each and every quarter that the unit remains unoccupied. Applications shall only be accepted for a period of 20 days after the billing date indicated on the sanitation bill. Incomplete applications will not be considered.

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§ 183-28 Dumpster user fees.

- A. The owners of all properties where dumpsters are serviced by the City, within the City of Newburgh, shall be charged for the removal of wastes generated by such properties at a rate as set forth in Chapter 163, Fees, of this Code. A dumpster is defined as having a volume not exceeding two cubic yards. Dumpsters exceeding two cubic yards will not be serviced by the City.
- B. The above charges shall be made on all properties where collection of dumpster wastes by the City has been requested. The owner of each such property must file an application or a dumpster permit for such property.
- C. The charges imposed by this local law shall be billed to each owner on a monthly basis. No refunds or proration shall be made for rendering of only a partial month's services. No change in charge or service shall become effective other than as of the first day of a month.
- D. The Council shall adjust the above rates from time to time so that the amount charged shall be sufficient to fund the operating costs of garbage collection services, together with an appropriate proportional share of such capital improvements, principal and interest payments on bonds that may be issued to finance such garbage collection operations, and such other related expenses as the Council may deem necessary to fund collection operations, all under the Sanitation Fund.

§ 183-29 Overdue and unpaid dumpster user fees to become liens; collection and enforcement.

- A. Overdue and unpaid dumpster user fees shall become liens against the real property to which they relate at the same time and in the same manner as uncollected water rents become liens and shall be collectible against such real property in the same manner as is or may be prescribed by law for the collection of taxes for the City of Newburgh for City purposes. Like notices shall be given by the City Collector.
- B. Interest, penalties and fees shall be the same as for the collection of water rents, and, in all respects, like proceedings shall be had by the City Collector as is or may be provided by law for the collection of water rents.
- C. The amount so charged shall be collected and enforced in the same manner and in the same time as may be provided by law for the collection and enforcement of City taxes and such service charges, interest and penalties thereon shall be a lien on the real property on which the charges accrued.

§ 183-30 Duties of property owner to report changes in occupancy.

Any person being the owner of residential property within the City shall have an affirmative duty to report to the Division of Sanitation, on a form to be provided by the Superintendent, by change in

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occupancy of that property which would have the effect of increasing the sanitation service charge. Such increases in the amount of the user charge shall become effective immediately, and any portion of a month shall constitute a full month.

§ 183-31 Penalties for offenses.

Any person making a false statement on any application made pursuant to this article, on any report made, or any violation of this article shall be guilty of a violation and, upon conviction, shall be subject to a fine not to exceed \$500 or imprisonment not to exceed 15 days, or both such fine and imprisonment.

SECTION 3 - SEVERABILITY

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

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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LOCAL LAW NO.: _____ - 2022

OF

NOVEMBER 14, 2022

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

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2023 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

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

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2023 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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