



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*

November 13, 2023  
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of October 23, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 23 de octubre de 2023
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Public Hearing - 2024 Budget

There will be a public hearing on Monday, November 13, 2023 to receive comments from the public concerning the City's annual budget for 2023

*Habr  una audiencia p blica el lunes 13 de noviembre para recibir comentarios del p blico sobre el presupuesto anual de la Ciudad para 2023*

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

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

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

7. Resolution No. 221 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Rehabilitation Project HVEA Addendum No. 2

Resolution authorizing the City Manager to accept a proposal and execute a contract amendment with Hudson Valley Engineering Associates, P.C. for

construction inspection services related to the Route 32/ Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project BIN No. 2022260 at a cost of \$48,805.95

*Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar una modificación de contrato con Hudson Valley Engineering Associates, P.C. para servicios de inspección de la construcción relacionados con el Proyecto de Rehabilitación BIN No. 2022260 del Puente Ruta 32/Puente Culvert del Arco de Metal (Puente de Lake Street) por un monto de \$48,805.95*

8. Resolution No. 222 - 2023 - PIN No. 8761.40 Walsh Road Bridge Replacement Proposal with WSP

Resolution authorizing the City Manager to accept a proposal to add construction inspection and support services to the agreement with WSP USA Inc. at a cost of \$693,692.00 in the Walsh Road Bridge over Quassaick Creek Replacement Project (BIN 2223620/PIN 8761.40)

*Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta para añadir servicios de inspección de la construcción y de apoyo al acuerdo con WSP USA Inc. por un monto de \$693,692.00 en el Proyecto de Sustitución del Puente de Walsh Road sobre Quassaick Creek (BIN 2223620/PIN 8761.40)*

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

Resolution awarding a bid and authorizing the City Manager to execute a contract with Smartestenergy US, LLC for electric supply to the City of Newburgh for a twenty-four (24) month term at a cost of \$0.09435 per kilowatt hour

*Resolución que otorga una licitación y autoriza la otorgación de una licitación y la ejecución de un contrato con Smartestenergy US, LLC para el suministro eléctrico a la Ciudad de Newburgh por un plazo de veinticuatro (24) meses a un costo de \$0.09435 por kilovatio hora*

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

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Manny G. and Carol Pereira to the premises known as 55 City Terrace (Section 29, Block 4, Lot 7)

*Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Manny G. y Carol Pereira a las instalaciones conocidas como 55 City Terrace (Sección 29, Bloque 4, Lote 7)*

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

## Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to William Michalski to the premises known as 364 Liberty Street (Section 10, Block 1, Lot 24)

*Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a William Michalski a las instalaciones conocidas como 364 Liberty Street (Sección 10, Bloque 1, Lote 24)*

12. Resolution No. 226 - 2023 - Accept FY2024 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 2024

*Resolución que adopta la estrategia de Viviendas Consolidadas y Desarrollo Comunitario y Plan de Acción de la Ciudad de Newburgh para el Año Fiscal 2024*

13. Resolution No. 227 - 2023 - Renewal of Agreement for American Sign Language/English Interpreting Services with Taconic Resources for Independence, Inc. and the program of Mid-Hudson Interpreter Service

Resolution authorizing the renewal of an agreement between the City of Newburgh and the Mid-Hudson Interpreter Service Program of Taconic Resources for Independence, Inc. for American Sign Language/English Interpreting services

*Resolución que autoriza la renovación de un acuerdo entre la Ciudad de Newburgh y el Programa de Servicios de Interpretación del Medio Hudson de Taconic Resources for Independence, Inc. para los Servicios de interpretación de lenguaje de señas americano/inglés*

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

Resolution authorizing the City Manager to enter into an agreement with the County of Orange for the 2024 Youth Employment and Training Program to provide young people to work for the City of Newburgh

*Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con el Condado de Orange para el Programa de Empleo y Formación Juvenil 2024 para proporcionar a los jóvenes que trabajen para la Ciudad de Newburgh*

15. Resolution No. 229 - 2023 - Contract with Engineering & Surveying Properties, P.C. - Land Survey of Parcels In/Around West Street

Resolution authorizing the City Manager to execute a contract with Engineering & Surveying Properties, P.C. for professional land surveying services of 17

parcels of property near West Street, Keefe Street, and Cassedy Street in the amount of \$24,500.00

*Resolución que autoriza al Gerente de la Ciudad a celebrar un contrato con Engineering & Surveying Properties, P.C. para servicios profesionales de topografía de 17 parcelas de propiedad cerca de West Street, Keefe Street y Cassedy Street por el monto de \$24,500.00*

16. Resolution No. 230 - 2023 - To Accept a State and Municipal (SAM) Facilities Capital Program Funding in the Amount of \$500,000 for Roadway Reconstruction

Resolution authorizing the City Manager to apply for and accept State and Municipal Facilities Program funding in the amount of \$500,000.00 for roadway reconstruction and rehabilitation

*Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar financiación del Programa de Instalaciones Estatales y Municipales por el monto de \$500,000.00 para la reconstrucción y rehabilitación de carreteras*

17. Resolution No. 231 - 2023 - To Apply for and Accept if Awarded a DCJS Law Enforcement Technology (LETech) Grant for \$1,750,000

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Division of Criminal Justice Services Law Enforcement Technology Program Grant in an amount not to exceed \$1,750,000.00 with no City match

*Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención del Programa de Tecnología para la Aplicación de la Ley de la División de Servicios de Justicia Penal del Estado de Nueva York en una cantidad que no exceda \$1,750,000.00 el cual no requiere que la Ciudad iguale los fondos*

18. Resolution No. 232 - 2023 - To Apply for and Accept if Awarded a DHSES-FY2021 Cybersecurity Grant for \$50,000 to Enhance the City's Cybersecurity Preparedness Capabilities.

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Homeland Security and Emergency Services FY 2021 Cybersecurity Program Grant in the amount of \$50,000.00 with no City match

*Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un Subsidio del Programa de Ciberseguridad del Año Fiscal 2021 del Departamento de Seguridad Nacional y Servicios de Emergencia del Estado de Nueva York por el monto de \$50,000.00 el cual no requiere que la Ciudad iguale los fondos*

19. Local Law No. F - 2023 - Local Law authorizing a Property Tax 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 impuesto sobre propiedades en exceso del límite establecido en la Sección 3-c de la Ley General Municipal*

20. Resolution No. 233 - 2023 - Resolution to Approve a Consent Judgement Involving Kolt Realty Corp.

A resolution approving the consent judgement and authorizing the City Manager to sign such consent judgement in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index NOS. EF005017-2023 involving Section 29, Block 1, Lot 1.1 (Kolt Realty Corp.)

*Una resolución que aprueba la sentencia consentida y autoriza al Gerente de la Ciudad a firmar dicha sentencia consentida en relación con el procedimiento de certiorari de impuestos contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el índice del Condado de Orange NOS. EF005017-2023 que involucra la Sección 29, Bloque 1, Lote 1.1 (Kolt Realty Corp.)*

21. Resolution No. 234 - 2023 - Resolution to Schedule a Public Hearing Regarding a Housing Emergency Declaration

A resolution scheduling a public hearing for December 11, 2023 to hear public comment concerning the existence of a public emergency requiring the regulation of certain residential rents in the City of Newburgh

*Una resolución que programa una audiencia pública para el 11 de diciembre de 2023 para escuchar comentarios públicos sobre la existencia de una emergencia pública que requiere la regulación de la renta de ciertas viviendas en la Ciudad de Newburgh*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 209 - 2023

OF

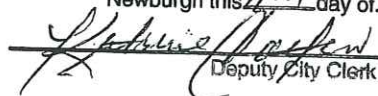
OCTOBER 10, 2023

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2023  
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE  
2024 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 2024 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 13th day of November, 2023, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held OCT. 10, 2023  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 11th day of OCT. 20 23

  
Deputy City Clerk

RESOLUTION NO.: 221 - 2023

OF

NOVEMBER 13, 2023

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

**WHEREAS**, by Resolution No. 225-2014 of September 8, 2014, the City of Newburgh approved an agreement with McLaren Engineering Group for inspection and engineering design services for the Route 32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (the "Project"); and

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

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

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

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

**WHEREAS**, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract amendment with Hudson Valley Engineering Associates, P.C. for professional engineering and construction inspection services in connection with repairing and rehabilitating the Route 32/Metal Arch Culvert Bridge (Lake Street Bridge) BIN No. 2022260 Rehabilitation Project at a cost of \$48,805.95.



October 17, 2023

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

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

Dear Mr. Morris:

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

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

If you have any questions, please call me.

Sincerely,

HVEA Engineers

A handwritten signature in blue ink, appearing to read "JG", is written over a light blue circular stamp.

Jack Gorton, P.E.



## **ADDENDUM #2 to Contract**

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

### **RECITALS**

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

**WHEREAS**, additional services are needed for construction inspection; and

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

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

### **AGREEMENT**

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

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

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

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

Reference: Municipality Contract # \_\_\_\_\_

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

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public, Orange County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

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

\_\_\_\_\_  
Notary Public, Dutchess County, N.Y.

**p 3.1 Cost Plus Fixed Fee Method**

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

**p 3.1 Cost Plus Fixed Fee Method**

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

## **Attachment A**

### **Project Description and Funding**

Attachment A  
Architectural/ Engineering Consultant Agreement  
Project Description and Funding

PIN: 8761.57  
BIN:

*Term of Agreement Ends: April 30, 2024*

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

***Phase of Project Consultant to work on:***

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

***PROJECT DESCRIPTION:***

Construction Inspection of:

Lake Street Bridge Rehabilitation

Project Location:

City of Newburgh, Orange County

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

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

**\$440,858.80**

**Footnotes:**

## **Attachment C**

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

Exhibit A, Page 1  
 Salary Schedule

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

OVERTIME POLICY

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



Exhibit A, Page 2  
Staffing Table

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

JOB TITLE	ASCE OR NICET GRADE	2022			2023								Hours	Rate	Premium	Direct	Labor	
		O	N	D	J	F	M	A	A	S	O	N			D			Portion of Overtime
Project Manager	VI (A)													0	\$81.41			\$0.00
Resident/ Office Engineer	IV (A)				86	86	86	86		40	40	86	86	596	\$61.36			\$36,570.56
Overtime														0	\$61.36			\$0.00
Project Engineer	IV (A)													0	\$55.70			\$0.00
Chief Inspector	IV (N)													0	\$58.82			\$0.00
Office Engineer	III (N)													0	\$53.01			\$0.00
Senior Inspector	III (N)													0	\$50.88			\$0.00
Overtime														0	\$50.88	\$0.00		\$0.00
Inspector	II (N)			100	170	170	170					120		730	\$38.31			\$27,968.93
Overtime														0	\$38.31	\$0.00		\$0.00
														1,326		\$0.00		\$64,539.49

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

1. TRAVEL

a) On-Job Travel -

1 inspectors x 21 days/month x 6 months x 10 miles/day = \$1,260.00

Total On-Job Travel- 1,260 mi. x \$0.580 /mi.= \$730.80

1 inspectors x 21 days/month x 3 months x 10 miles/day = \$630.00

Total On-Job Travel- 630 mi. x \$0.625 /mi.= \$393.75

SUBTOTAL, TRAVEL \$1,124.55

b) Material Testing - as needed

SUBTOTAL, MATERIAL TESTING \$15,000.00

c) Construction Management Software

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

SUBTOTAL, SOFTWARE \$4,116.58

TOTAL DIRECT NON-SALARY COST \$20,241.13

Exhibit C  
Summary

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

RESOLUTION NO.: 222 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

**WHEREAS**, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with WSP USA Inc. for construction inspection services related to the Walsh Road Bridge over Quassaick Creek Replacement Project (BIN 2223620/PIN 8761.40) at a cost of \$693,692.00.



October 27, 2023

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

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

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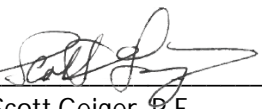
Dear Mr. Morris:

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

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

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

Very truly yours,  
WSP USA Inc.

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

cc: file

## Section 8 - Construction Support

### 8.01 Construction Support

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

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

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

Not reimbursable under this Section are:

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

## Section 9 - Construction Inspection

### 9.01 Equipment

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

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

### 9.02 Inspection

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

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

#### 9.03 Municipal Project Manager

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

#### 9.04 Ethics

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

#### 9.05 Health and Safety Requirements

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

#### 9.06 Staff Qualifications and Training

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

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

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

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

## 9.07 Scope of Services / Performance Requirements

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

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

### 9.071 General and Pre-Construction Activities

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

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

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

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

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

### 9.072 Contractor Monitoring and Coordination



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 9.073 Meetings, Schedules, and General Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3) Project Schedule and Progress:
  - Narrative
  - Schedule to Complete
  - Summary of Contractor's Activities
  - Schedule of Activities for the Coming Month
  - Summary of Force Account Activities
  - Physical Progress Curve Graph and Table
  - Work in Progress Report
- 4) Construction Contract Status:
  - Narrative
  - Public Relations/Issues
  - Accident Frequency Graph
  - Safety Statistical Summary
- 5) Quality Control
  - Narrative
  - Non-Conformance

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

The photographs shall be furnished as follows:

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

#### 9.074 Post Construction, Close-out, and Acceptance

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

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

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

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

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

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

## Section 10 - Estimating and Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- |           |   |
|-----------|---|
| Section 8 | Construction Support will include but not be limited to: <ul style="list-style-type: none"><li>• Site visits by design staff to address field conditions (estimate 4 visits)</li><li>• Design coordination with utilities and railroad</li><li>• Providing technical support during construction on questions relating to the design. (estimate 20 RFIs)</li><li>• Review submittals / shop drawings (estimate 20 submittals)</li></ul> |
| Section 9 | Estimate full-time on-site construction supervision will begin on <u>March 1, 2024</u> and will be completed by <u>December 1, 2024</u> .   |

### 10.02 Technical Assumptions

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

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



Exhibit A.1  
WSP Salary Schedule

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

## OVERTIME POLICY

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Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

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

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Actual Rates to be billed

Exhibit B.1  
WSP Staffing Worksheet

Straight Time									
Section	Task	Sr Engineering Manager	Supervising Engineer	Project Manager	Senior Engineer	Engineer II	CAD Detailer	Resident Engineer	Sr Inspector / Office Engineer
SECTION 8 Construction Support	8.01 Construction Support	24	80	96	80	180			
	<i>Subtotal, Section 8</i>	24	80	96	80	180	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities							40	
	9.072 Contractor Monitoring and Coordination							1400	
	9.073 Meetings, Schedules, and General Admin							200	
	9.074 Post-Construction, Close-out, and Acceptance							80	
	<i>Subtotal, Section 9 (Straight Time)</i>	0	0	0	0	0	0	1720	0
Premium Time (See Exhibit A, Page 1 for Overtime compensation)									
	9.071 General and Pre-Construction Activities								
	9.072 Contractor Monitoring and Coordination								
	9.073 Meetings, Schedules, and General Admin								
	9.074 Post-Construction, Close-out, and Acceptance								
	<i>Subtotal, Section 9 (Premium Time)</i>	0	0	0	0	0	0	0	0
<i>Total hours</i>		24	80	96	80	180	0	1720	0
<b>Total Hours</b>		<b>2180</b>							
<b>Average Hourly Rates</b>		\$121.54	\$79.67	\$72.87	\$53.87	\$49.18	\$49.31	\$91.68	\$63.99
<b>Technical Labor</b>		\$2,916.96	\$6,373.64	\$6,995.76	\$4,309.52	\$8,852.85	\$0.00	\$157,690.12	\$0.00
<b>Total Office</b>		<b>\$29,448.73</b>							
<b>Total Field</b>		<b>\$157,690.12</b>							
<b>Total Technical Labor</b>		<b>\$187,139</b>							

**Assumptions:**

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

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

PM to attend meetings - 60 miles per meeting

8 meetings                      480    miles @                      \$0.665                      =                      \$319.20

On-site vehicle usage - 5 miles/day/field staff

1 staff person                      2200    miles @                      \$0.665                      =                      \$1,463.00TOTAL TRAVEL:                      SAY                      \$1,790.00**2. Independent Testing (As Required)**

Precast plant inspection                      \$8,700.00

CIP Concrete Testing                      \$12,500.00

Asphalt Testing                      \$4,500.00

Fill / Backfill Testing                      \$8,500.00

TOTAL TESTING:                      \$34,200.00**3. Record Keeping and Payment Accounting Software (APPIA)**

Cost per license per year:    \$ 2,100.00

No. of years:                      1                      (Licenses are per yr or portion thereof)

No. of licenses:                      2                      (RE &amp; OE/Chief Insp)

TOTAL LICENSING FEES:                      \$4,200.00**TOTAL DIRECT NON-SALARY COST                      \$40,190.00**

Exhibit A.2  
HVEA Salary Schedule

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

## OVERTIME POLICY

-----

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

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

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Actual Rates to be billed

Exhibit B.2  
HVEA Staffing Worksheet

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

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

**Assumptions:**

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

Exhibit C.2  
HVEA Direct Non-Salary Expense

**1. Travel**

On-site vehicle usage - 2 miles/day/field staff

1 staff person	2700	miles @	\$0.655	=	<u>\$1,768.50</u>
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TOTAL TRAVEL:					<u><u>\$1,768.50</u></u>
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TOTAL DIRECT NON-SALARY COST					<b>\$1,768.50</b>
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Exhibit D.2  
HVEA Summary

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

Exhibit D.1  
Project Summary

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



Exhibit A, Page 3  
Personnel Schedule

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

RESOLUTION NO.: 223 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

RESOLUTION NO.: 224-2023

OF

NOVEMBER 13, 2023

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

**WHEREAS**, on August 31, 1995, the City of Newburgh conveyed property located at 55 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 4, Lot 7, to Manny G. and Carol Pereira; and

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

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

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

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 55 City Terrace, Section 29, Block 4, Lot 7 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated August 31, 1995, from THE CITY OF NEWBURGH to MANNY G. AND CAROL PEREIRA, recorded in the Orange County Clerk's Office on April 8, 1996, in Liber 4366, Page 188 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2023

THE CITY OF NEWBURGH

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

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

On the \_\_\_\_ day of November in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

RESOLUTION NO.: 225-2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 364 Liberty Street, Section 10, Block 1, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated July 9, 1994, from THE CITY OF NEWBURGH to WILLIAM MICHALSKI, recorded in the Orange County Clerk's Office on October 25, 1994, in Liber 4128, Page 293 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2023

THE CITY OF NEWBURGH

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

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

On the \_\_\_\_ day of November in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

RESOLUTION NO.: 226 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

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

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

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

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

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

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

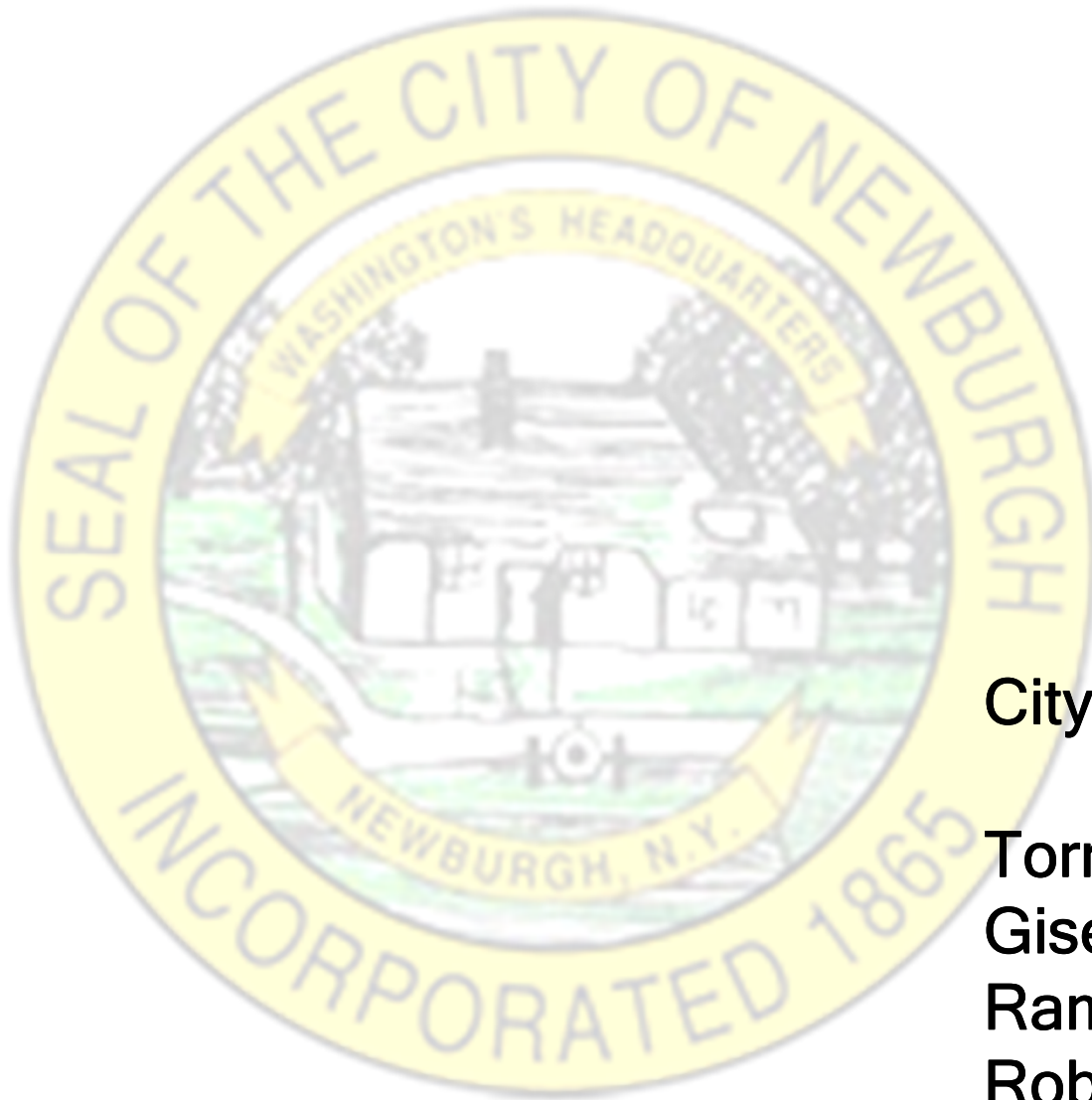




# Community Development Block Grant (“CDBG”) FY2024 Annual Action Plan

Department of Planning &  
Development  
June, 2023





## City of Newburgh City Council:

Torrance Harvey, Mayor

Giselle Martinez, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large



# City of Newburgh Community Development Goals - Refresher

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

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



# “CDBG” - Brief Primer



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



# Proposed FY2024 CDBG Projects/Funding

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



# Contingency Funding

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

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



# Contingency Funding

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

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



# Project: Housing

## Proposed Activities:

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





## Proposed Housing Activity: In Rem Property Program

Budget: \$180,000.00

### Description:

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



## Proposed Housing Activity: Home Repair Assistance Program

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



### Description:

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

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



# Proposed Infrastructure Improvements Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$280,000.00

Description:

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



# Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$110,000.00

Description:

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



# Proposed Economic Development Activity:

## Business Assistance

Budget: \$25,000.00

### Description:

- Funding for business assistance, such as business signage.



# Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- 2023 Summer Film Festival
- National Night Out

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





# Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

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

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



# Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

## Description (Anticipated Services):

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

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





Proposed Activity: Administration

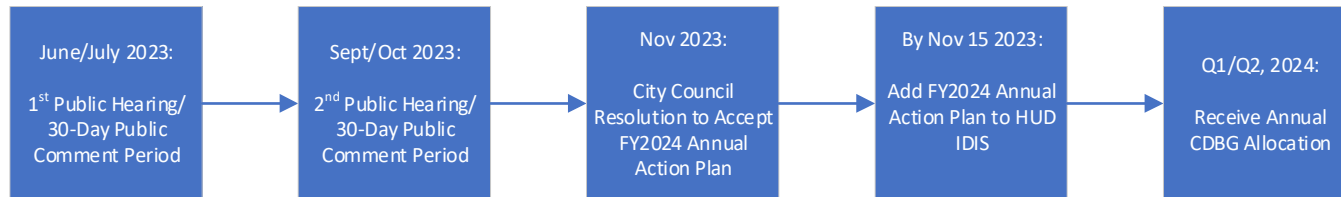
Budget: \$165,000.00

Description:

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



# FY2024 CDBG AAP Timeline



## FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE



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

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





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

**Torrance Harvey, Alcalde**

**Giselle Martinez, Distrito 1**

**Ramona Monteverde, Distrito 2**

**Robert Sklarz, Distrito 3**

**Patty Sofokles, Distrito 4**

**Anthony Grice, el comité asesor**

**Omari Shakur, el comité asesor**



# Metas de desarrollo comunitario de la ciudad de Newburgh - Actualización

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

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



# "CDBG" - Breve introducción



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



# Proyectos/fondos CDBG propuestos para el año fiscal 2024

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



# Fondos de contingencia

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

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



# Fondos de contingencia

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

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

# Proyecto: Vivienda

## Actividades propuestas:

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

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

Presupuesto: \$180,000.00

### Descripción:

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



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



Descripción:

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

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

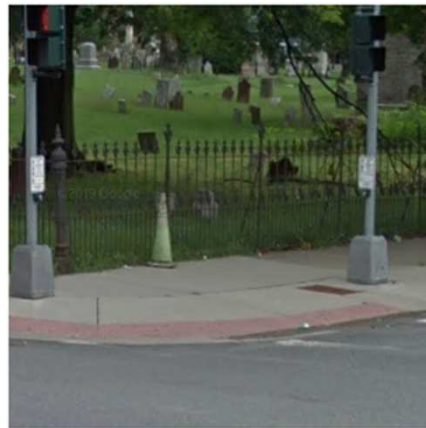


# Propuesta de actividades para la realización de mejoras en las infraestructuras: Actualizaciones de aceras y rampas para bordillos

Presupuesto: \$280,000.00

## Descripción:

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



# Propuestas de obras de infraestructura

## Actividad: Mejoras de las instalaciones públicas

Presupuesto: \$110,000.00

Descripción:

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



Actividad propuesta de desarrollo económico:

Asistencia a empresas

Presupuesto: \$25,000.00

Descripción:

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





Actividad de Calidad de Vida Propuesta:

Servicios de Vecindario

Presupuesto: \$15,000.00

Descripción (servicios previstos):

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

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





Actividad de Calidad de Vida Propuesta:

Servicios de Vecindario

Presupuesto: \$15,000.00

Descripción (servicios previstos):

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

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



Actividad de Calidad de Vida Propuesta:

Servicios de proximidad

Presupuesto: \$25,000.00

Descripción (servicios previstos):

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

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



Actividad propuesta: Administración

Presupuesto: \$165,000.00

Descripción:

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



# Calendario del PAA del CDBG para el año fiscal 2024



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

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

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

RESOLUTION NO.: 227 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

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



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

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## **AGREEMENT FOR AMERICAN SIGN LANGUAGE/ENGLISH INTERPRETING SERVICES**

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

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

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

### **SCOPE OF SERVICES**

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

### **1. REQUEST INFORMATION**

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

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

### **2. ASSIGNMENT LENGTH**

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

### **3. RATES**

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

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

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

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

**845.452.3913 voice 845.485.3196 fax 845.330.2083 VP 845.485.8110 TTY**

**[www.taconicresources.org](http://www.taconicresources.org) [mhis@taconicresources.org](mailto:mhis@taconicresources.org)**



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

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

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

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

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

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

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

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

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

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

## **5. BILLING**

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

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

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

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

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

### **6.3 INTERN / MENTOR / MENTEE PROGRAM**

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

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

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

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

### **7. CONFIDENTIALITY & SECURITY**

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

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

### **8. CONTRACT TERMS**

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

### **9. TERMINATION OF CONTRACT**

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

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

### **10. INDEMNITY**

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

## 11. TRAINING

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

## 12. DEAF CONSUMER DIRECTORY

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

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

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

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Company/Agency

\_\_\_\_\_  
Invoices: Attention to (if different than above)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Town/City, State, Zip Code

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

\_\_\_\_\_ Opt In – We welcome student Interns

\_\_\_\_\_ Opt Out – We prefer not to have student Interns

\_\_\_\_\_  
**Below this line is for TRI/MHIS administration**

\_\_\_\_\_  
Licia A. Valleau - MHIS Contract Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Tarricone – Executive Director

\_\_\_\_\_  
Date

Rev 10/2022

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

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Good afternoon Ellen,

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

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

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

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

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

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

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

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

We look forward to continuing our working association.

Warm regards,

Licia

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



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

[L.valleau@taconicresources.org](mailto:L.valleau@taconicresources.org)

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

Fax: 845-485-3196

845.345.8416 (Video Phone for Deaf/ Hard of Hearing)

845.485.8110 (TTY)

[www.taconicresources.org](http://www.taconicresources.org)

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

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

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

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

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

*This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete and destroy all copies of the original message. No responsibility is accepted by Taconic Resources for Independence, Inc. or Mid-Hudson Interpreter Service for any loss or damage arising in any way from receipt of this message.*

RESOLUTION NO.: 55 - 2022

OF

MARCH 14, 2022

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

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

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

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

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

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

Witness my hand and seal of the City of  
Newburgh this 14 day of March 20 22

City Clerk

RESOLUTION NO.: 228 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

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



## **EMPLOYMENT & TRAINING ADMINISTRATION**

**Stephen Knob**  
**Director**

**Steven M. Neuhaus**  
*County Executive*

18 Seward Ave, 1<sup>st</sup> Floor  
Middletown, NY 10940  
TEL: (845) 360-0325 FAX: (845) 360-9303  
E-MAIL: [Kfabiano@orangecountygov.com](mailto:Kfabiano@orangecountygov.com)  
[www.orangecountygov.com](http://www.orangecountygov.com)

**TO:** Prospective 2024 Youth Employment Program Worksites

**FROM:** Karina Fabiano, Employment Services Youth Coordinator

**DATE:**

**RE: 2024 YOUTH EMPLOYMENT & TRAINING PROGRAM WORKSITE APPLICATION**

**Applications can be downloaded at [www.orangecountygov.com/eta](http://www.orangecountygov.com/eta)  
Click on Application for Worksites**

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

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

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

**Fax to Karina Fabiano at (845) 360-9303 or email**  
[kfabiano@orangecountygov.com](mailto:kfabiano@orangecountygov.com)

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

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

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

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





## **EMPLOYMENT & TRAINING ADMINISTRATION**

**Stephen Knob**  
**Director**

**Steven M. Neuhaus**  
*County Executive*

18 Seward Ave, 1<sup>st</sup> Floor  
Middletown, NY 10940  
TEL: (845) 360-0325 FAX: (845) 360-9303  
E-MAIL: [Kfabiano@orangecountygov.com](mailto:Kfabiano@orangecountygov.com)  
[www.orangecountygov.com](http://www.orangecountygov.com)

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### **Youth Employment Program Worksite Application 2024**

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Agency's Legal Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Proposal Prepared By: \_\_\_\_\_

Person to Contact (if different than above) \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Total Number of Positions (Youth) Requested \_\_\_\_\_  
\_\_\_\_\_

#### **IMPORTANT INFORMATION**

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

# YEP Application 2024

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

Yes No

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

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

Yes No  
If yes, please explain:

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

Yes No  
If yes, please explain:

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

1. Youth’s JOB TITLE

Number of Positions Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

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

JOB DESCRIPTION:

2.

**Youth's JOB TITLE**

Number of Positions  
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

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

**JOB DESCRIPTION:**

3.

**Youth's JOB TITLE**

Number of Positions  
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

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

**JOB DESCRIPTION:**

4.

**Youth's JOB TITLE**

Number of Positions  
Requested

Specific Hours of Work

Specific Days of Work

Supervisor's Name

Phone Number (s)

(con't 4)

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

\_\_\_\_\_

**JOB DESCRIPTION:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5.**

**Youth's JOB TITLE**

**Number of Positions  
Requested**

\_\_\_\_\_

\_\_\_\_\_

**Specific Hours of Work**

\_\_\_\_\_

**Specific Days of Work**

\_\_\_\_\_

**Supervisor's Name**

\_\_\_\_\_

**Phone Number (s)**

\_\_\_\_\_

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

\_\_\_\_\_

**JOB DESCRIPTION:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.**

**Youth's JOB TITLE**

**Number of Positions  
Requested**

\_\_\_\_\_

\_\_\_\_\_

**Specific Hours of Work**

\_\_\_\_\_

**Specific Days of Work**

\_\_\_\_\_

**Supervisor's Name**

\_\_\_\_\_

**Phone Number (s)**

\_\_\_\_\_

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

\_\_\_\_\_

**JOB DESCRIPTION:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Check the following statements accordingly:**

**YES**

**NO**

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

If yes, when?\_\_\_\_\_

**PLEASE NOTE**

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

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

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

RESOLUTION NO.: 229 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

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

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

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**CITY OF NEWBURGH**  
**Land Survey Services Agreement**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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## 1. DEFINITIONS

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

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



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## 2. SCOPE OF SERVICES

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

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- 2.7.1 One (1) full size print copies of completed work, with size to be determined by the City.
  - 2.7.2 One (1) electronic copy of all plans, and specification in an electronic format acceptable to the City.
  - 2.7.3 One (1) copy of an integrated 3D BIM model (if applicable), DWG, Word, and/or PDF of plans and specifications.
- 2.8 Contractor's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Contractor. Contractor shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the Project Manager. Such Cost Control Report shall be submitted to the City monthly or at such alternative interval as may be described in **Schedule A**.
- 2.9 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Sections 3 and 4, below. In this instance, an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

### 3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such work shall be considered Additional Services.
  - 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Section 4 (Compensation).
  - 3.3 The following services are expressly not covered by Section 2 (Scope of Services) of this Agreement and are considered extra services unless otherwise described in **Schedule A**:
    - 3.3.1 Revising previously approved work, notwithstanding Section 3.4.2.
    - 3.3.2 Providing additional design assessments and remedial documentation for the replacement of work during construction damaged by fire or other causes not the fault of the Contractor.
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- 3.3.3 Providing additional professional services made necessary through no fault of the Contractor.
  - 3.3.4 Providing additional professional services made necessary to affect a material change of the Agreement requested by the City.
  - 3.3.5 Providing special delineations or renderings, other than that required in Section 2 (Scope of Services).
  - 3.4 The following services are expressly covered by Section 2 (Scope of Services), of this Agreement and shall not be considered extra services:
    - 3.4.1 Changes required by Federal, New York State, or local code laws, rules, or regulations, as may be applicable.
    - 3.4.2 Changes resulting from Contractor's errors, omissions, or design deficiencies.

#### 4. COMPENSATION

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

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

- 4.8 All subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.9 Payment to Contractor is subject to the following audit rights of the City:
  - 4.9.1 For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
  - 4.9.2 For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.
  - 4.9.3 For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

## 5. CITY RESPONSIBILITIES

- 5.1 The City shall make any surveys, reports, or other documents in the City's possession that the parties deem relevant to the project available to the Contractor as required, at City expense. Said documents shall be for reference only, and the City makes no representations as to the quality, propriety, or accuracy of the information contained in said documents.
- 5.2 To the best of its ability, the City shall provide site information that indicates lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries, grades and contours of the site; locations, dimensions and data pertaining to known utilities, existing structures, landscaping and trees, and other improvements.
- 5.3 The City shall provide a geotechnical report, test borings, test pit information, soil bearing values, and other geotechnical assessments appropriate to define sub-surface conditions, if available.

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## 6. CONTRACTOR RESPONSIBILITIES

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

## 7. OWNERSHIP AND USE OF DOCUMENTS

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

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

## 8. TERMINATION

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

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

## 9. INSURANCE AND RISK MANAGEMENT

- 9.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 9.2 Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
- 9.3 Contractor shall not commence work until the City has received evidence of the insurance required in this section and approved the same.
- 9.4 Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:
- 9.4.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.
- The minimum liability limits shall be as follows:
- |             |   |
|-------------|---|
| \$3,000,000 | General Aggregate   |
| \$1,000,000 | Each Claim - combined single limit for bodily injury and property damage. |
- 9.4.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

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The minimum liability limits shall be as follows:

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

- 9.4.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.
- 9.4.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance) on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.
- 9.4.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.
- 9.4.6 Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
- 9.4.7 The scope of coverage and deductible shall be shown on the certificate of insurance.
- 9.4.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.
- 9.4.9 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
- 9.4.10 Contractor shall notify the City in writing of any material change in insurance coverage.
- 9.4.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
- 9.4.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives,



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volunteers, and agents shall be covered as additional insureds.

9.4.11.2 For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

9.4.11.3 Supplementing sections 9.4.11.1 and 9.4.11.2, the City of Newburgh Industrial Development Agency, its officers, employees, representatives, volunteers, and agents shall also be named and covered as additional insureds.

9.4.11.4 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

9.4.11.5 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

9.4.12 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

9.4.13 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.

9.4.14 If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

9.4.15 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

## 10. MISCELLANEOUS

10.1 Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but

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not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

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

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

10.8.1 Notice served upon the City shall be delivered to:

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

with copy to:

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

10.8.2 Notice served upon Contractor shall be delivered to:

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

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

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

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

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

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

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

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

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

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

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

11.1.3.3 Does not have a proposed debarment pending; and

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

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[Signature and Acknowledgment Pages to Follow]

DRAFT

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

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

DATED: \_\_\_\_\_, 2023

CITY OF NEWBURGH

By: \_\_\_\_\_

Name: Todd Venning  
Title: City Manager

DATED: \_\_\_\_\_, 2023

ENGINEERING & SURVEYING  
PROPERTIES P.C.

By: \_\_\_\_\_

Name: Brian D. Babcock  
Title: Authorized Signor

[illegible]

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

NOTARY PUBLIC

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## **SCHEDULE A – CONTRACTOR SCOPE OF SERVICES**

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

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

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



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List of Properties for Survey

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

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RESOLUTION NO.: 230 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

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

RESOLUTION NO.: 231 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Division of Criminal Justice Services Law Enforcement Technology program grant in the amount of \$1,750,000.00 with no City match for the purchase of equipment and related services; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 232 - 2023

OF

NOVEMBER 13, 2023

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Homeland Security and Emergency Services FY2021 State Homeland Security Program Preserve New York program grant in the amount of \$50,000.00 to purchase equipment that will improve and upgrade the City's information systems and cybersecurity; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

LOCAL LAW NO.:   F   - 2023

OF

NOVEMBER 13, 2023

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

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

**SECTION 1. LEGISLATIVE INTENT**

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

**SECTION 2. AUTHORITY**

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

**SECTION 3. TAX LEVY LIMIT OVERRIDE**

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

**SECTION 4. SEVERABILITY**

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

**SECTION 5. EFFECTIVE DATE**

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

RESOLUTION NO.: 233-2023

OF

NOVEMBER 13, 2023

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

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

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

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

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

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

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

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

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

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

**Index No. EF005017-2023**

Petitioners,

-against-

**CONSENT JUDGMENT**

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

Respondents.

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

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

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

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

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

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

and so reduced and confirmed, it is further

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

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

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



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

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

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

Signed: November \_\_, 2023  
Goshen, New York

**ENTER:**

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

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

\_\_\_\_\_  
KELLY M. NAUGHTON, ESQ.  
Naughton & Torre, LLP  
*Attorneys for Respondents*  
40 Matthews St., Suite 209  
Goshen, New York 10924  
[knaughton@naughtontorrelaw.com](mailto:knaughton@naughtontorrelaw.com)

\_\_\_\_\_  
IRA S. LEVY, ESQ.  
Shaw, Perelson, May & Lambert, LLP  
*Attorneys for Intervenor-Respondent*  
115 Stevens Avenue  
Valhalla, New York 10595  
[ilevy@shawperelson.com](mailto:ilevy@shawperelson.com)

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JOSEPH E. ST. ONGE, ESQ.

*Attorney for Petitioners*

670 White Plains Road

Scarsdale, New York 10583

[jes@jstongelaw.com](mailto:jes@jstongelaw.com)

RESOLUTION NO.: 234 - 2023

OF

NOVEMBER 13, 2023

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

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