



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
December 7, 2023
6:00 PM

Council Meeting Presentations/ Presentaciones de la Reunion General

1. 2023 EJ Fellowship Accomplishments Presentation
Presentación de los logros de la Beca EJ 2023
2. Crime Data Update
The Commissioner will present Crime Data YTD

El Comisario presentará los Datos sobre Delincuencia hasta la fecha
3. Public Hearing - Concerning the Existence of a Public Emergency Requiring the Regulation of Certain Residential Rents
There will be a public hearing on Monday, December 11, 2023, to receive comments from the public concerning the existence of a public emergency requiring the regulation of certain residential rents in the City of Newburgh

Habrà una audiencia pública el lunes 11 de diciembre de 2023 para recibir comentarios del público sobre la existencia de una emergencia pública que requiera la regulación de ciertos alquileres residenciales en la Ciudad de Newburgh

Engineering/Ingeniería

4. RFP 7.23 Dante Statue Relocation Contract with EDR, D.P.C.
Resolution authorizing the City Manager to execute a contract with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for the amount of \$49,780.00 for professional design and engineering services in the Dante Statue Relocation Project

Resolución que autoriza al Gerente de la Ciudad a celebrar un contrato con Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. por el monto de \$49,780.00 para servicios profesionales de diseño e ingeniería en el Proyecto de Reubicación de la Estatua de Dante
5. Award of Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - General Construction Contract Butler Construction Group, Inc.

Resolution authorizing the award of a bid and the execution of a contract with Butler Construction Group, Inc. for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project in a total amount not to exceed \$10,024,210.00

Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con Butler Construction Group, Inc. para la construcción del Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch en una cantidad que no exceda de los \$10,024,210.00

6. Award of Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Mechanical Contract DJ Heating & Air Conditioning, Inc.

Resolution authorizing the award of a bid and the execution of a contract with DJ Heating & Air Conditioning, Inc. for the mechanical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project in an amount not to exceed \$320,000.00

Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con DJ Heating & Air Conditioning, Inc. para la construcción mecánica del Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch en una cantidad que no exceda de los \$320,000.00

7. Award of Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Plumbing Contract TWP Plumbing & Heating, Inc.

Resolution authorizing the award of a bid and the execution of a contract with TWP Plumbing & Heating, Inc. for the plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project in an amount not to exceed \$846,000.00

Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con TWP Plumbing & Heating, Inc. para la construcción de fontanería del Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch en una cantidad que no exceda de los \$846,000.00

8. Contract with ARCADIS Bid No. 12.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Construction Management & Construction Inspection Services

Resolution authorizing the City Manager to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering construction management and inspection services in the Delano-Hitch Recreation Park Aquatic Center Improvements Project at a cost of \$1,287,360.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Arcadis of New York, Inc. para la gestión

profesional de ingeniería de construcción y servicios de inspección en el Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch por un costo de \$1,287,360.00

9. Emergency Procurement Demolition of 10 & 12 Van Ness

Resolution authorizing the award of a bid and execution of a contract with Beam Enterprises, Inc. in the amount of \$124,450.00 for the emergency demolition of the structures located at 10 and 12 Van Ness Street and amending Resolution No: 286-2022, the 2023 Budget for the City of Newburgh, New York to fund the emergency demolition expenses

Resolución que autoriza la adjudicación de una oferta y la ejecución de un contrato con Beam Enterprises, Inc. por el monto de \$124,450.00 para la demolición de emergencia de las estructuras ubicadas en 10 y 12 Van Ness Street y que enmienda la Resolución No: 286-2022, el Presupuesto 2023 para la Ciudad de Newburgh, Nueva York para financiar los gastos de demolición de emergencia

Finance/Finanza

10. Budget transfer Into the Capital Fund for the Purchase of Property Along the Quassaick Creek

Resolution amending Resolution No: 286-2022, the 2023 Budget for the City of Newburgh, New York to transfer \$9,498.11 from General Fund and \$26,201.89 from a Trust and Agency account to Capital Fund for the purchase of real property known as Quassaick Creek North (Section 47, Block 2, Lot 9), Quassaick Creek North (Section 47, Block 2, Lot 12), and Bay View Terrace (Section 49, Block 1, Lot 7.1)

Resolución que enmienda la Resolución No: 286-2022, el Presupuesto 2023 de la Ciudad de Newburgh, Nueva York, para transferir \$9,498.11 del Fondo General y \$26,201.89 de una cuenta de Fideicomiso y Agencia al Fondo de Capital para la compra de bienes raíces conocidos como Quassaick Creek North (Sección 47, Bloque 2, Lote 9), Quassaick Creek North (Sección 47, Bloque 2, Lote 12), y Bay View Terrace (Sección 49, Bloque 1, Lote 7.1)

11. 2024 Liability, Municipal Property & Tax Foreclosed Property Insurance Renewal

Resolution approving a City-owned tax foreclosed properties general liability insurance policy and municipal insurance policies for the period of January 1, 2024 to December 31, 2024

Resolución aprobando un seguro de responsabilidad civil general de inmuebles embargados por impuestos del municipio y las pólizas de seguro municipales durante el periodo del 1 de enero de 2024 al 31 de diciembre de 2024

Information Technology Department/ Departamento de Tecnología e Información

12. Lease Agreement Renewal with Pitney Bowes - City Hall Postage Machine

Resolution authorizing the City Manager to renew a lease agreement with Pitney Bowes for the postage machine in City Hall billed at \$1,053.84 per quarter for 60 months

Resolución que autoriza al Gerente de la Ciudad a renovar un contrato de arrendamiento con Pitney Bowes para la máquina de franqueo del Ayuntamiento facturado a \$1,053.84 por trimestre durante 60 meses

13. Lease Agreement Renewal with Pitney Bowes - 123 Grand Street Postage Machine

Resolution authorizing the City Manager to renew a lease agreement with Pitney Bowes for the postage machine at 123 Grand Street billed at \$257.43 per quarter for 60 months

Resolución que autoriza al Gerente de la Ciudad a renovar un contrato de arrendamiento con Pitney Bowes para la máquina de franqueo de 123 Grand Street facturado a \$257.43 por trimestre durante 60 meses

Planning and Economic Development/Planificación y Desarrollo Económico

14. 279 Liberty Street - Release of Restrictive Covenants

A resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Boys and Girls Club of Newburgh, Inc. to the premises known as 279 Liberty Street (Section 18, Block 5, Lot 8)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Boys and Girls Club of Newburgh, Inc. a las instalaciones conocidas como 279 Liberty Street (Sección 18, Bloque 5, Lote 8)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

15. Contract for Purchase of Property Along the Quassaick Creek

Resolution authorizing the purchase of real property known as Quassaick Creek North (Section 47, Block 2, Lot 9), Quassaick Creek North (Section 47, Block 2, Lot 12), and Bay View Terrace (Section 49, Block 1, Lot 7.1) from Paula Joseph, as Administratrix of the Estate of Maurice Kessler, in the amount of \$35,700.00

Resolución que autoriza la compra de bienes raíces conocidos como Quassaick Creek North (Sección 47, Bloque 2, Lote 9), Quassaick Creek North (Sección 47, Bloque 2, Lote 12) y Bay View Terrace (Sección 49, Bloque 1, Lote 7.1) a Paula Joseph, como Administradora del Patrimonio

de Maurice Kessler, por el monto de \$35,700.00

16. Resolution authorizing \$200,000.00 of American Rescue Plan Act of 2021 funding to the City of Newburgh Small Business Assistance Grant Program
Resolution amending Resolution No. 81-2023 of May 8, 2023 re-authorizing and re-allocating \$200,000.00 of American Rescue Plan Act of 2021 funding to the City of Newburgh Small Business Assistance Grant Program to provide grant awards in the amount of \$10,000.00

Resolución que enmienda la Resolución No. 81-2023 de 8 de mayo de 2023 que reautoriza y reasigna \$200.000.00 de la financiación de la Ley del Plan de Rescate Americano de 2021 al Programa de Subvenciones de Asistencia a Pequeñas Empresas de la Ciudad de Newburgh para conceder subvenciones por el monto de \$10,000.00

17. NYS DEC PFOS Expense Reimbursement Contract C012469 - Amendment No. 1

Resolution authorizing the City Manager to enter into Amendment No. 1 to contract No. C012469 with the New York State Department of Environmental Conservation for reimbursement of additional costs incurred by the City of Newburgh as a result of providing an alternate source of drinking water

Resolución que autoriza al Gerente de la Ciudad a entrar en la Enmienda No. 1 al contrato No. C012469 con el Departamento de Conservación Ambiental del Estado de Nueva York para el reembolso de los costes adicionales incurridos por la Ciudad de Newburgh debido al suministro de una fuente alternativa de agua potable

Local Laws/Leys Locales

18. Chapter 240, Rental Properties - Scheduling a Public Hearing
Resolution scheduling a public hearing for January 8, 2024 to hear public comment concerning a local law amending Chapter 240 entitled "Rental Properties" of the Code of Ordinances of the City of Newburgh to add Article I, Rental Licenses, and Article II, Tenant Responsibility for Maintenance

Resolución que programa una audiencia pública para el 8 de enero de 2024 para escuchar comentarios públicos sobre una ley local que enmienda el Capítulo 240 titulado "Propiedades de alquiler" del Código de Ordenanzas de la Ciudad de Newburgh para añadir el Artículo I, Licencias de alquiler, y el Artículo II, Responsabilidad del inquilino por el mantenimiento

Executive Session/ Sesión Ejecutiva

19. Proposed, Pending or Current Litigation
Litigio propuesto, pendiente o actual

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.

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

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

Katrina Cotten
Deputy City Clerk

Rental Vacancy Study

Newburgh, New York

November 6, 2023



Prepared by the City of Newburgh Department of Planning and Development

1. Introduction

The City of Newburgh City Council directed the undertaking of a rental vacancy study (“Study”) in part to determine a rental vacancy rate for the City’s housing accommodations potentially subject to regulation pursuant to the Emergency Tenant Protection Act of 1974 (“ETPA”). The Study was also intended as a tool to assist the City Council in making an informed decision as to whether it may declare a housing emergency pursuant to the ETPA. The City Council may declare a housing emergency if it finds a vacancy rate of less than five (5) percent of all eligible classes of rental housing accommodations as defined in the ETPA¹.

Data collection for the Study commenced in late May of 2023 and was completed in August 2023. The City of Newburgh Department of Planning and Development conducted the Study, with extensive support from the Code Compliance Bureau, the Water Division, and the Tax Assessor’s Office.

2. Methodology

New York State, by and through the New York State Department of Homes and Community Renewal (“HCR”), has neither adopted nor required a specific methodology for municipalities to use when conducting a rental vacancy study. As such, the City modeled a methodology based on established practices used in ETPA surveys conducted by other municipalities in New York State. Specifically, the City of Newburgh referenced recent rental vacancy studies conducted by the City of Kingston (2020 and 2022), the City of Rochester (2021), and the Village of Ossining (2018). Prior to commencing the Study, City staff reviewed each of these methodologies, sought guidance from professionals involved in the rental vacancy studies from those municipalities, and reviewed and monitored relevant case law.

The Study considered housing accommodations that could be subject to ETPA regulations (“Eligible Property”). Thus, the Study only considered housing accommodations with six (6) units or more legally established residential units built prior to January 1, 1974. The following types of properties were also exempted from ETPA regulations and were excluded from the Study:

- Housing accommodations containing five (5) or fewer dwelling units;
- Housing accommodations completed on, or after, January 1, 1974;
- Housing accommodations built as commercial prior to 1974 and converted to residential after 1974;
- Housing accommodations in buildings completed or building substantially rehabilitated² as residential units on or after January 1, 1974;
- Motor courts;

¹ Emergency Tenant Protection Act, Unconsolidated Laws §8625.

² The City considers “substantially rehabilitated” as a Level III alteration, pursuant to the New York State Uniform Fire Prevention and Building Code.

- Tourist homes;
- Rent controlled apartments, including buildings owned by the Newburgh Housing Authority, or buildings that are subject to rent regulation through the New York State affordable housing program or similar Federal programs³ (the list of properties is annexed as **Appendix A**);
- Not-for-profit units, including buildings owned by hospitals, colleges, or not-for-profit entities operating for charitable or educational purposes (the list of properties is annexed as **Appendix B**).

The methodology used the U.S. Census Bureau’s definition of Rental Vacancy Rate, defined as “the proportion of rental inventory which is vacant for rent”.⁴ For purposes of the Study, rental inventory was calculated as the total number of legal units according to Certificates of Occupancy for Eligible Property⁵. Units “vacant for rent” were calculated as the total number of legal units according to Certificates of Occupancy for Eligible Property, less: (a) confirmed occupied units; (b) vacant units due to construction, repairs, or being used for storage or for some other non-residential use; and (c) vacant units not made available for rent by the property owner.⁶

Staff assembled a property list used for the Study in May 2023. Staff primarily relied on data and information from the City Tax Assessor’s Office and Code Compliance Bureau. The list of ETPA-eligible properties included 68 parcels of real property and a total of 738 dwelling units.

The list included the owner’s mailing address of record. Staff used the mailing address of record for the Study’s two (2) survey mailings.

Staff mailed the first survey mailing to property owners by regular mail on May 19, 2023. The mailing included a cover letter on City of Newburgh Department of Planning and Development letterhead, the survey, and an owner proxy statement. Sample copies of the cover letter, survey, and proxy statement are available in **Appendix C**.

The cover letter explained the survey and included a link to an HCR factsheet regarding ETPA. The letter also included a statement in bold text that “If the City is unable to obtain any credible occupancy data, the City will assume that no vacancies exist in your building for purposes of the survey.” The survey contained twelve (12) questions to be completed by the property owner or authorized property manager. The letter requested a response to the survey by Monday, June 19, 2023. The letter also

³ For example, project-based vouchers recognized by the United States Department of Housing and Urban Development. The City did not exempt units that accept Housing Choice Vouchers or other subsidies given directly to individuals.

⁴ <https://www.census.gov/housing/hvs/definitions.pdf>

⁵ The City relied upon Certificates of Occupancy of record to determine legally established residential units. In some instances, use and occupancy pre-dated local requirements for a Certificate of Occupancy. In those instances, the City relied on data and information from the City Tax Assessor’s Office, Code Compliance Bureau, property owner survey data, and field observations in determining legally established residential units.

⁶ Some property owners represented a total number of available units that was less than what the Certificate of Occupancy allowed. In these instances, the methodology considered this unit differential as “units not available for rent by owner.” Some property owners appeared to count a “unit under repair” also as a “unit not available for rent by owner.” In these instances, and where information from the Code Compliance Bureau supported, the methodology considered this data only once and listed the unit as “under repair.”

requested that all survey responses be notarized and either e-mailed, mailed, or delivered in-person to the City's Planning and Development Department.

Staff sent a second mailing by certified mail on June 22, 2023. This mailing was directed to all property owners who failed to respond to the first survey mailing. Sample copies of the cover letter, survey, and proxy statement cover letters and surveys used for the May mailing are available in **Appendix D**. The survey questions remained the same. The June survey letter requested a response by July 18, 2023. Staff confirmed receipt of mailings by using the USPS certified mailing tracking system.

One (1) month following the certified mailing, and due to poor response rate in the mail surveys, Staff began accepting survey responses by telephone. Staff obtained viable telephone numbers, called property owners or authorized property managers, and asked each of the twelve (12) survey questions over the phone. Staff received a much higher response rate using this method of contact and communication.

Staff documented the telephonic answers for each property address. Following each phone survey response, Staff followed up with an e-mail to the property owner or authorized property manager that confirmed the telephone survey response. The e-mail requested the property owner or authorized property manager to reply to the e-mail and confirm the response was an accurate representation of the phone survey responses. An example of the e-mail correspondence with redacted property owner information is available in **Appendix E**.

Several property owners were completely unresponsive to the City's survey, both in writing and over the telephone. In addition to the two (2) mailings, Staff called each property owner or manager a minimum of three (3) times. For properties where contact information could not be obtained from City records, City staff conducted site visits to ascertain property owner or manager contact information from residents living in the subject properties and relied on information obtained during those site visits.

Supplementing the mailings and telephonic contact attempts, City staff used several layers of data in order to corroborate survey responses. For example, the Water Division provided water usage data for Eligible Property. The Code Compliance Bureau provided Certificates of Occupancy stating the authorized number of units for a building. The Code Compliance Bureau also provided building permit data for responses indicating that a unit was under repair. City staff conducted site visits in an attempt to resolve any discrepancies between a survey response, water usage data, authorized number of units, and building permit data. Site visits included observations of working electric meters, gas meters, and other evidence of occupancy (e.g. live plants in windows, operating air conditioning units in windows, residents entering or exiting the building, and attempting contact with building residents).

The data collection phase of the Study closed on August 25, 2023, at 4:00 p.m. The chart summarizing the data collected is available in **Appendix F**.

3. Survey Findings

The 68 properties included in the Study represent 738 dwelling units. Based on data collection and application of the study methodology, 622 were occupied, 24 were not available for rent by owner, and 63 were under repair, leaving 29 units as vacant.

Using the methodology established by the U.S. Census Bureau, Staff determined the net vacancy rate for this class of rental properties in the City of Newburgh to be 3.930%.

Table 1. Net Vacancy Rate Calculation

Properties Included in Survey	68
Units Included in Survey	738
Occupied Units	622
Units not available for rent by owner	24
Vacant units due to construction, repairs, or being used for storage or for some other non-residential use	63
Vacant Units Available for Rent (VUAR)	29
Net Vacancy Rate (VUAR / Units Included in Survey)	3.930%
Units Excluding Non-Responses	661
Net Vacancy Rate (VUAR / Units Excluding Non-Responses)	4.387%

4. Conclusion

The City's survey found the vacancy rate for the Eligible Property is 3.930%. Even excluding Eligible Property counts for non-responsive property owners, the net vacancy rate would be 4.387%. Both rates would be sufficient to declare a housing emergency for Eligible Property under the ETPA.

APPENDIX A

**Appendix A: Rent controlled apartments, or buildings subject to rent regulation through the
New York State affordable housing program or similar Federal programs**

Address	Name	Notes
90 Grand Street	Hudson Pointe	Use change and renovations from a hotel to senior housing in 1990
173 Lander Street	Land Street Houses	Low income housing tax credits
154 Lander Street	Lander Street Houses II	Low income housing tax credits
128 Lander Street	Lander Street Houses III	Low income housing tax credits
9 Catherine Street	Works IV	Low income housing tax credits
48 Johnston Street	Works III	Low income housing tax credits
104 Dubois Street	Dubois Street Apartments	Low income housing tax credits
19 S. Miller Street	East End Apartments	Low income housing tax credits
206 Broadway	City Terrace Apartments	Low income housing tax credits
150 Smith Street	Bourne Apartments	Low income housing tax credits
55 Walsh Road	Kenney Apartments	Low income housing tax credits
57 Lake Street	Lake Street Apartments	Low income housing tax credits
11 Washington Terrace	Independence Square	Low income housing tax credits
35 Cerone Place	Cerone Place Apartments	Low income housing tax credits
36 Cerone Place	Burton Towers	Low Income, Elderly, and Special Needs Housing
69 South Street	Varick Homes	Low Income, Elderly, and Special Needs Housing
497 Liberty Street	Liberty Square	Low income housing tax credits
223 West Street	High Pointe	Low income housing tax credits
21 Brady Avenue	Community Residence Brady Avenue	Low Income, Elderly, and Special Needs Housing
40 Walsh Road	Mullins Apartments	Newburgh Public Housing (Newburgh Housing Authority)
162 Johnston Street	Fogarty Apartments	Newburgh Public Housing (Newburgh Housing Authority)

APPENDIX B

**Appendix B: Not-for-profit units, including buildings owned by hospitals, colleges,
or not-for-profit entities operating for charitable or educational purposes**

Address	Name	Notes
107 Broadway	Safe Harbors of the Hudson	Not-for-profit
279 Liberty St	Boys and Girls Club	Not-for-profit
135 Washington St	Emergency Housing Group	Not-for-profit
9 Hasbrouck St	Regional Economic Community	Not-for-profit
40 Walsh Rd	Newburgh Housing Authority	Not-for-profit
162 Johnston St	Newburgh Housing Authority	Not-for-profit

APPENDIX C



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

May 19, 2023

Dear Property Owner,

As the owner of a building built prior to 1974 with six (6) or more residential units, the City of Newburgh is requesting your assistance in completing a survey questionnaire regarding vacancy rates for larger rental properties in the City. The results of the survey will assist the City in quantifying current rental market conditions to determine whether the City can opt into the New York State Emergency Tenant Protection Act (ETPA). General information on ETPA can be found here: <https://hcr.ny.gov/system/files/documents/2022/09/fact-sheet-08-09-2022.pdf>

Please complete the enclosed survey questionnaire in a thorough and accurate manner. In addition, the survey must be notarized prior to returning it to the Planning and Development office. Please answer or return the survey no later than **Monday, June 19, 2023**.

Please note that the City of Newburgh may attempt to obtain information and/or verify your answers by other methods, including but not limited to review of public documents of record and requests for site visit. If the City is unable to obtain any credible occupancy data, the City will assume that no vacancies exist in your building for purposes of the survey.

If you need clarification regarding the survey questions or have general questions about the survey, feel free to contact the undersigned at (845) 569-7381 or via email at jmidler@cityofnewburgh-ny.gov.

Sincerely,

Jonathan Midler
City Planner
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550



THE CITY OF
NEWBURGH
NEW YORK



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.

2. Are you the current owner of this property? _____ Yes _____ No

3. If answered "no" to question two (2), are you the designated property manager of this property?

_____ Yes _____ No

4. How many rental units are on the subject property? _____

5. How many units are subject to any State or Federal housing subsidies? _____

6. As of today's date, how many units are occupied? _____

7. As of today's date, how many units are not occupied? _____

8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? _____ Yes _____ No

9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

10. If answered "yes" to question eight (8), have any units been substantially renovated since on or after January 1, 1974?



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

12. Is there anything else we should know that may inform the study?

Return this survey to:

City of Newburgh Planning & Development Department

Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

To Be Completed by Property Owner or Property Manager

On this the ____ day of _____, 2023, before me, _____ (name of notary), the undersigned officer, personally appeared _____ (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☐ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☐ I am the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

☐ I am authorized to act on behalf of the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

Signature of Affiant

Printed Name of Affiant

Subscribed and sworn to before me this ____ day of _____, 2023.

Notary Public

APPENDIX D



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

June 22, 2023

Dear Property Owner,

This certified letter serves as a follow up request to complete the Rental Vacancy Study Survey (enclosed). A response was not received to the City's initial letter, which was mailed to this address on May 19, 2023. If the City is unable to obtain a response, follow up calls and site visits may occur. **If the City is unable to obtain any credible occupancy data, the City will assume that no vacancies exist in your building for purposes of the Study.**

Please complete the enclosed survey questionnaire in a thorough and accurate manner. The survey must be notarized prior to returning by mail or email it to the Planning and Development office. Please answer or return the survey no later than **Friday, July 28, 2023**, to:

City of Newburgh Planning & Development Department
Attention: Jonathan Midler
123 Grand Street
Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov

General background on the Study is available on the City's website: <https://www.cityofnewburgh-ny.gov/628/Vacancy-Rental-Study>. If you need clarification regarding the survey questions or have general questions about the survey, feel free to contact the undersigned at (845) 569-7381.

Sincerely,

Jonathan Midler
City Planner
Planning and Development Department
City of Newburgh
123 Grand Street
Newburgh, NY 12550



THE CITY OF
NEWBURGH
NEW YORK



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

City of Newburgh Rental Vacancy Survey

1. Please provide the address that was listed in your letter from the City of Newburgh.

2. Are you the current owner of this property? _____ Yes _____ No

3. If answered "no" to question two (2), are you the designated property manager of this property?

_____ Yes _____ No

4. How many rental units are on the subject property? _____

5. How many units are subject to any State or Federal housing subsidies? _____

6. As of today's date, how many units are occupied? _____

7. As of today's date, how many units are not occupied? _____

8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? _____ Yes _____ No

9. If you answered "yes" to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)

10. If answered "yes" to question eight (8), have any units been substantially renovated since on or after January 1, 1974?



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided:

12. Is there anything else we should know that may inform the study?

Return this survey to:

City of Newburgh Planning & Development Department

Attention: Jonathan Midler

123 Grand Street

Newburgh, NY 12550

OR via e-mail to:

jmidler@cityofnewburgh-ny.gov



CITY OF NEWBURGH

Department of Planning & Development

123 Grand Street, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

To Be Completed by Property Owner or Property Manager

On this the ____ day of _____, 2023, before me, _____ (name of notary), the undersigned officer, personally appeared _____ (name of affiant), known to me (or satisfactorily proven) to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that (he, she or they), first being duly sworn, deposes and swears that:

☐ I answered the rental vacancy survey truthfully and to the best of my knowledge.

☐ I am the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

☐ I am authorized to act on behalf of the owner of the property located at:

Street Address: _____
City: Newburgh State: NY Zip: 12550

Signature of Affiant

Printed Name of Affiant

Subscribed and sworn to before me this ____ day of _____, 2023.

Notary Public

APPENDIX E

From: [REDACTED]
To: [Midler, Jonathan](#)
Subject: [REDACTED]
Date: Thursday, July 20, 2023 4:02:09 PM
Attachments: [image001.png](#)

Jonathan,

All confirmed, and no further questions.

Good luck with the rest of the survey!



On Thu, Jul 20, 2023 at 3:39 PM Midler, Jonathan <JMidler@cityofnewburgh-ny.gov> wrote:

Hi [REDACTED]

This is a follow up email to our phone conversation on 7/20/2023 at around 2:45 pm. Below are the survey questions. I have filled them out based on our phone conversation **in red**. Please confirm that these answers are accurate by responding to this email. I have left question twelve (12) blank – feel free to provide any further information that may better inform this study (I will include your answer in the Study results).

Thank you and I appreciate your time in speaking with me.

1. Please provide the address that was listed in your letter from the City of Newburgh. [REDACTED]
2. Are you the current owner of this property? **Owner is [REDACTED]. Sole partners are [REDACTED] and [REDACTED].**
3. If answered “no” to question two (2), are you the designated property manager of this property? **N/A**
4. How many rental units are on the subject property? **Six (6) units**
5. How many units are subject to any State or Federal housing subsidies? **Zero (0) units**
6. As of today’s date, how many units are occupied? **Six (6) units**
7. As of today’s date, how many units are not occupied? **Zero (0) units**
8. Are any of the unoccupied units you listed above currently off the market or unavailable to rent? **N/A; No vacancies**
9. If you answered “yes” to question eight (8), how many units are off the market and why? (e.g. undergoing renovation, uninhabitable, a tenant is moving in at a later date, etc.)? **N/A; No vacancies**
10. If answered “yes” to question eight (8), have any units been substantially renovated since on or after January 1, 1974? **N/A; No vacancies**
11. Please provide a phone number and/or email address where we can reach you to verify the information you have provided: [REDACTED] [REDACTED]

12. Is there anything else we should know that may inform the study?

All the best,

Jonathan Midler

Planner

Planning and Development Department

[City of Newburgh](#)

[123 Grand Street](#)

[Newburgh, NY 12550](#)

o: 845.569.7381

jmidler@cityofnewburgh-ny.gov

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APPENDIX F

Appendix F - Data Collection

	Parcel ID	Building Address	Survey Form Completed Over Mail?	Survey Completed Over the Phone?	Total Authorized Units (C of O)	Total Units (Tax Assessor Record)	Total Units (Survey Response)	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owner	Total Units Under Repair	Vacant Units Available for Rent
1	31-1-9	69 Grand Street	No	Yes	6	6	6	6	6	0	0	0
2	35-2-25	6-12 William & 192 Ann Street	Yes	No	No C of O on file	9	15	15	4	0	11	0
3	12-1-24	348 Liberty Street	Yes	No	7	7	7	7	5	2	0	0
4	38-4-38	90 William Street	No	Yes	6	6	6	6	6	0	0	0
5	10-2-2.1	55 Broad Street	No	No	7	7	No response	7	7	0	0	0
6	24-12-3	97 Grand Street	No	Yes	13	13	13	13	11	0	0	2
7	18-7-6	147 Grand Street	No	Yes	8	8	8	8	7	1	0	0
8	48-10-12	45 1/2 Henry Avenue	Yes	No	6	6	6	6	6	0	0	0
9	18-6-6	203 Grand Street	Yes	No	6	6	6	6	6	0	0	0
10	27-2-39	494 Broadway & 10-12 West Street	Yes	No	No C of O on file	10	8	10	8	2	0	0
11	36-5-7	151 Ann Street	No	Yes	6	6	7	6	4	0	0	2
12	35-3-9.1	221-223 Ann Street	No	Yes	6	6	6	6	6	0	0	0
13	18-10-1.2	120 Johnston Street	Yes	No	8	8	8	8	6	0	0	2
14	22-1-14	257 Third Street	Yes	No	6	6	6	6	6	0	0	0
15	22-3-12	83 Dubois Street	No	Yes	8	8	8	8	8	0	0	0
16	29-9-1	59 Van Ness Street	No	Yes	6	6	6	6	6	0	0	0
17	10-1-14	281 Grand Street	Yes	No	8	8	8	8	5	0	0	3
18	36-5-6	155-159 Ann Street	Yes	No	6	6	3	6	3	3	0	0
19	12-2-18.1	238 Grand Street	Yes	No	6	6	6	6	6	0	0	0
20	12-1-5	261 Grand Street	No	No	7	7	7	7	5	0	0	2
21	22-2-3	237-239 Third Street	Yes	No	6	6	6	6	5	0	0	1
22	10-2-28	298 Grand Street	Yes	No	No C of O on file	6	6	6	6	0	0	0
23	30-1-27	172 Broadway	Yes	No	No C of O on file	6	6	6	0	0	6	0
24	33-3-7	109 Washington Terrace	Yes	No	6	6	6	6	6	0	0	0

	Parcel ID	Building Address	Survey Form Completed Over Mail?	Survey Completed Over the Phone?	Total Authorized Units (C of O)	Total Units (Tax Assessor Record)	Total Units (Survey Response)	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owner	Total Units Under Repair	Vacant Units Available for Rent
25	39-3-14	97 Liberty Street	No	Yes	97 Liberty Street: 6 101 Washington: 3	9	6	9	6	3	0	0
26	39-2-22	81-83 William Street	No	Yes	6	6	6	6	2	2	2	0
27	35-2-24.2	193 Broadway	Yes	No	No C of O on file	6	7	7	1	0	6	0
28	24-6-6	19 Front Street	No	Yes	8	8	8	8	8	0	0	0
29	37-2-1	77-79 Broadway	Yes	No	11	17	17	11	11	0	0	0
30	18-1-30	138-140 Dubois Street	Yes	No	10	10	7	10	5	3	0	2
31	18-6-19	153 Grand Street	Yes	No	7	7	7	7	6	0	0	1
32	23-4-2	123 Third Street	No	Yes	8	8	8	8	6	0	0	2
33	36-1-9	10 Clark Street	Yes	No	6	6	6	6	5	0	1	0
34	36-5-10	156 Washington Street	Yes	No	6	6	6	6	6	0	0	0
35	38-1-16.1	194-196 W. Parmenter Street	No	No	196 W Parmenter: 3 units 194 W. Parmenter: No C of O on file.	6	No response	6	6	0	0	0
36	45-5-3	25 Benkard Avenue	Yes	No	6	6	6	6	5	0	0	1
37	3-7-18	433 Powell Avenue	Yes	No	6	6	6	6	5	0	0	1
38	45-8-15	89 S. Lander Street	No	No	6	6	No response	6	6	0	0	0
39	48-2-24	68 Courtney Avenue	No	No	6	6	6	6	5	0	0	1
40	23-5-7	193 Liberty Street	No	Yes	7	7	7	7	7	0	0	0
41	10-1-16	277 Grand Street	No	Yes	No C of O on file	6	6	6	4	2	0	0
42	10-2-1	324 Grand Street	Yes	No	7	7	7	7	6	0	0	1
43	18-2-26	128 N. Miller Street	No	No	6	6	No response	6	6	0	0	0
44	22-3-4	99 Dubois Street	Yes	No	6	7	7	6	6	0	0	0
45	29-2-7	53 Carpenter Avenue	No	No	6	6	6	6	6	0	0	0
46	11-5-1	200 Chambers Street	Yes	No	6	6	7	6	0	0	6	0

	Parcel ID	Building Address	Survey Form Completed Over Mail?	Survey Completed Over the Phone?	Total Authorized Units (C of O)	Total Units (Tax Assessor Record)	Total Units (Survey Response)	Total Units Included in Study	Occupied Units	Total Units Not Available for Rent by Owner	Total Units Under Repair	Vacant Units Available for Rent
47	29-5-24	23 Dubois Street	Yes	No	6	6	6	6	6	0	0	0
48	45-10-4	185 Renwick Street	No	Yes	6	6	6	6	6	0	0	0
49	38-2-3	263-265 Washington Street	No	No	7	7	No response	7	7	0	0	0
50	37-1-2	87 Broadway	No	Yes	6	6	6	6	6	0	0	0
51	30-5-37	36 Chambers Street	Yes	No	10	10	10	10	10	0	0	0
52	38-2-1	271 Washington Street	No	Yes	6	6	6	6	6	0	0	0
53	39-3-16	93 Liberty Street	No	Yes	6	6	6	6	6	0	0	0
54	48-2-1	102 S. Lander & 65 Overlook Place	Yes	No	6	6	6	6	6	0	0	0
55	16-10-5	2 Farrell Street	No	No	8	8	8	8	6	0	0	2
56	16-9-5	21 Farrell Street	No	No	8	8	8	8	6	0	0	2
57	16-10-1	20 Farrell Street	No	No	8	8	8	8	7	0	0	1
58	16-1-10	20 Norton Street	No	Completed the survey via email.	8	8	8	8	8	0	0	0
59	16-6-1	17 Norton Street	No	Completed the survey via email.	8	8	8	8	8	0	0	0
60	38-1-7	283 Washington Street	No	Yes	7	6	6	7	5	1	0	1
61	9-1-16	428 Liberty Street	No	Yes	14	20	14	14	0	0	14	0
62	13-3-13	43 Hawthorne Avenue	No	No	12	12	No response	12	12	0	0	0
63	14-1-24	38 Hawthorne Avenue	No	No	25	20	No response	25	20	5	0	0
64	4-8-24	51 Leroy Place	Yes	No	78	78	78	78	76	0	0	2
65	3-7-21.1	379 Powell Avenue (aka 2 Chadwick)	Yes	No	162	166	166	162	149	0	13	0
66	39-4-14	9 E Parmenter Street	Yes	No	6	6	6	6	2	0	4	0
67	34-1-2	487 Broadway	No	No	8	8	No response	8	8	0	0	0
68	33-2-6.1	41 Ellis Avenue	Yes	No	6	6	6	6	6	0	0	0
							Totals:	738	622	24	63	29

RESOLUTION NO.: _____ - 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.

RESOLUTION NO: 146 - 2021

OF

JUNE 14, 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING THE NEWBURGH HOUSING POLICY REPORT
AS THE CITY OF NEWBURGH'S LONG-TERM STRATEGY FOR MEETING
THE HOUSING NEEDS OF CITY RESIDENTS

WHEREAS, the Newburgh Housing Report was undertaken as a year-long initiative by the Leviticus Fund with financial support from the JP Morgan Foundation and technical direction from Kevin Dwarka LLC and Pace Land Use Law Center;

WHEREAS, the year-long engagement process for the Newburgh Housing Report involved extensive outreach to the City of Newburgh staff, the Newburgh City Council, the Newburgh Housing Coalition, a broad cross-section of housing stakeholders including both private and non-profit housing developers, along with direct outreach to the City of Newburgh residents;

WHEREAS, the Newburgh Housing Policy Report was finalized in May 2021 with the completion of two companion documents, the Newburgh Housing Needs Assessment and the Newburgh Housing Policy Framework; and

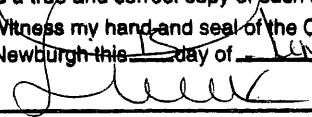
WHEREAS, the City Council has reviewed the Newburgh Housing Policy Report, along with the Newburgh Housing Needs Assessment and the Newburgh Housing Policy Framework, and as a next step, and finds that adopting the Newburgh Housing Policy Report and its companion documents is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Council after reviewing the full contents of the Newburgh Housing Report and all associated deliverables, and declares that the Newburgh Housing Report shall serve as the City's long-term strategy for meeting the housing needs of City residents; and

BE IT FURTHER RESOLVED, that the Newburgh Housing Report shall be used as the tool for prioritizing and implementing proposed actions while seeking funding opportunities for implementation through the New York State Consolidated Funding Application.

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 June 14, 2021
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 June 20 21


City Clerk



NEWBURGH HOUSING REPORT

WORKING PAPER I: HOUSING NEEDS ASSESSMENT

JUNE 4TH, 2021



ACKNOWLEDGMENTS

The Newburgh Housing Report is a multi-disciplinary planning initiative aimed at evaluating current housing needs in the City of Newburgh and stimulating new thinking about the city’s long-term housing policies. The report was completed thanks to a generous grant from the JP Morgan Chase Foundation and managed by a not-for-profit community development loan fund, the Leviticus 25:23 Alternative Fund (“Leviticus Fund”).

Kevin Dwarka LLC, a land use and economic consulting practice in New York City, was engaged to lead the technical aspects of the report with additional policy expertise and community engagement services provided by Pace Land Use Law Center.

This project would not have been possible without ongoing guidance from the City of Newburgh’s Department of Planning & Development, the Newburgh City Council, Newburgh Housing Coalition, and most importantly, the residents of Newburgh.

PROJECT TEAM

Greg Maher, Executive Director of the Leviticus Fund

Kayla Jeffrey, Senior Loan Officer of Leviticus Fund

Kevin Dwarka, Land Use & Economic Consultant

Jessica Bacher, Executive Director of Land Use Law Center

Tiffany Zezula, Deputy Director of Land Use Law Center

Diane Boston, Researcher

Aaron Magloire, Researcher

TABLE OF CONTENTS

INTRODUCTION	4
SECTION I: DEMOGRAPHIC, HOUSING, & ECONOMIC TRENDS	4
DEMOGRAPHIC PATTERNS	5
Population Trends	5
Racial Composition	5
Household Composition	6
Median Household Income	7
Family Income	8
Per Capita Income	9
Sources of Income	9
Poverty.....	10
Educational Attainment	12
HOUSING CONDITIONS	13
Homeownership Rate	13
Units per Housing Structure	14
Year of Construction	14
Value of Owner-Occupied Homes	15
Selected Monthly Homeowner Costs	16
Gross Rent.....	17
Cost Burden	18
Vacancy	19
ECONOMIC TRENDS.....	20
Unemployment.....	20
Sectoral Distribution of Working Residents.....	20
Locations of Jobs Held by Residents	21
Commuting Patterns	21
Newburgh’s Economic Base	22
SECTION II: COMMUNITY ENGAGEMENT	25
Newburgh Residents	25
Housing Survey	25
Community Listening Sessions	26
The City of Newburgh.....	30
Newburgh City Council	30
The Newburgh Housing Coalition	30
Housing Stakeholders.....	30
SECTION III: EXISTING HOUSING POLICIES, PROGRAMS AND PROJECTS.....	31
POLICIES AND REGULATIONS	31

NEWBURGH HOUSING NEEDS ASSESSMENT

Newburgh Comprehensive Plan (2008)	31
Newburgh Zoning Code	35
Newburgh Fair Housing Policy	40
PROGRAMS.....	41
Social Service Programs.....	41
Homeless Programs	42
Eviction Prevention Programs	42
Housing Choice Voucher Program.....	43
Community Capital Affordable Housing Remediation Fund	43
PROJECTS	44
Alembic's 2 Montgomery Street Proposal	44
Wireworks Building (109 South William Street)	44
Mill Street Housing Mid-Broadway Project	44
RUPCO Newburgh Progress.....	45
SECTION IV: SUMMARY OF HOUSING NEEDS.....	46
EQUITY NEEDS	46
LIVABILITY NEEDS	46
VITALITY NEEDS	46

INTRODUCTION

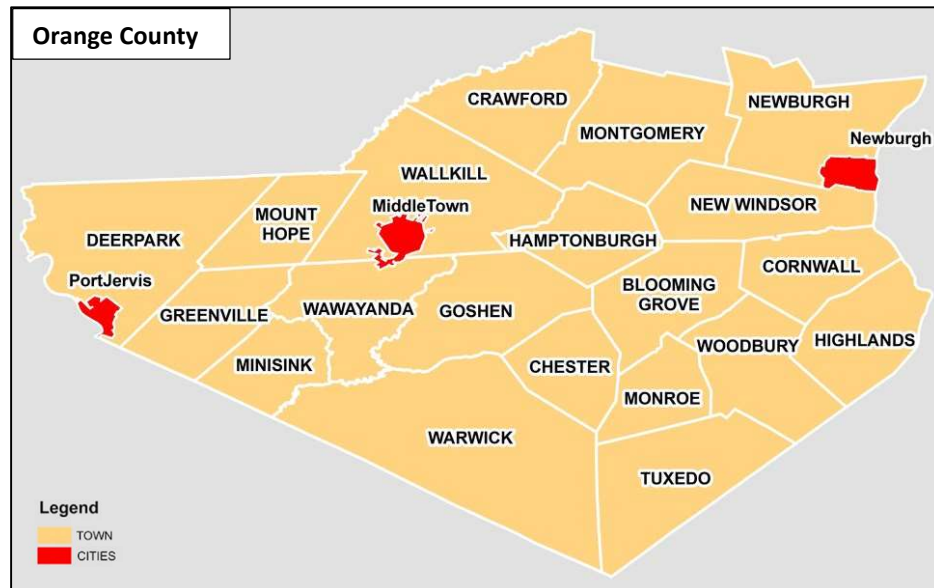
As the first of two working papers in the Newburgh Housing Report, this document includes four sections:

- **Section I** analyzes data related to the city’s demographic composition, housing conditions and economic trends.
- **Section II** describes the ways that the housing needs assessment was informed by various community engagement activities including facilitation of online listening sessions and administration of a resident survey.
- **Section III** reviews the City of Newburgh’s existing housing policies, programs, and policies.
- **Section IV** synthesizes the information from the preceding three sections in order to identify the key housing needs in the City of Newburgh.

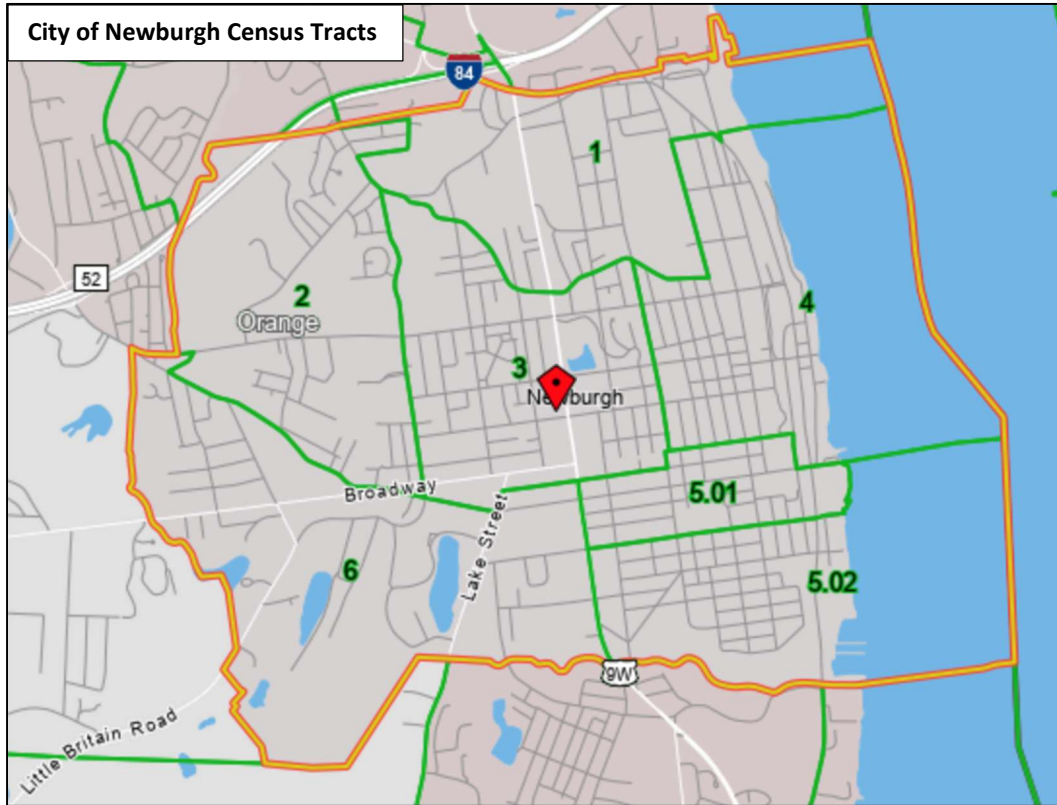
The Housing Needs Assessment was presented at multiple resident engagement and stakeholder outreach meetings as documented in Section II. The findings were then used to draft **Working Paper II: Newburgh Housing Policy Framework**.

SECTION I: DEMOGRAPHIC, HOUSING, & ECONOMIC TRENDS

This section draws largely upon data from the US Census American Community Survey (“ACS”) to compare the City of Newburgh to Orange County with regard to demographic composition, housing conditions, and economic trends. Data for certain metrics were also analyzed on a tract level in order to identify disparities existing between Newburgh’s seven census tracts: 1, 2, 3, 4, 5.01, 5.02, and 6.



Source: Real Estate Hudson Valley NY



Source: US Census OnTheMap

DEMOGRAPHIC PATTERNS

This section examines the city’s demographics in terms of population, household composition, race and ethnicity, income, poverty levels, educational attainment, unemployment, work transportation, and job sector.

Population Trends

While Orange County experienced a net population increase of nearly 11% from 2000 to 2014/18, Newburgh’s population experienced less than 1% over the same time period. Newburgh makes up about 7.5% of the total Orange County population.

Total Population (2000 – 2014/18)				
Place	2000	2010	2014/18	Percent Change (2000 – 2014/18)
City of Newburgh, NY	28,233	29,001	28,282	.2%
Orange County, NY	341,367	370,201	378,227	10.8%

Source: US Census Decennial, ACS

Racial Composition

Compared to Orange County as a whole, Newburgh has significantly larger shares of residents who identify as Black or African-American alone (24.3%) and Hispanic or Latino (50.8%), and a significantly smaller

NEWBURGH HOUSING NEEDS ASSESSMENT

share of residents who identify as White alone (20.2%).¹ The two geographies have similar shares of residents who identify as Asian alone or some other race alone.

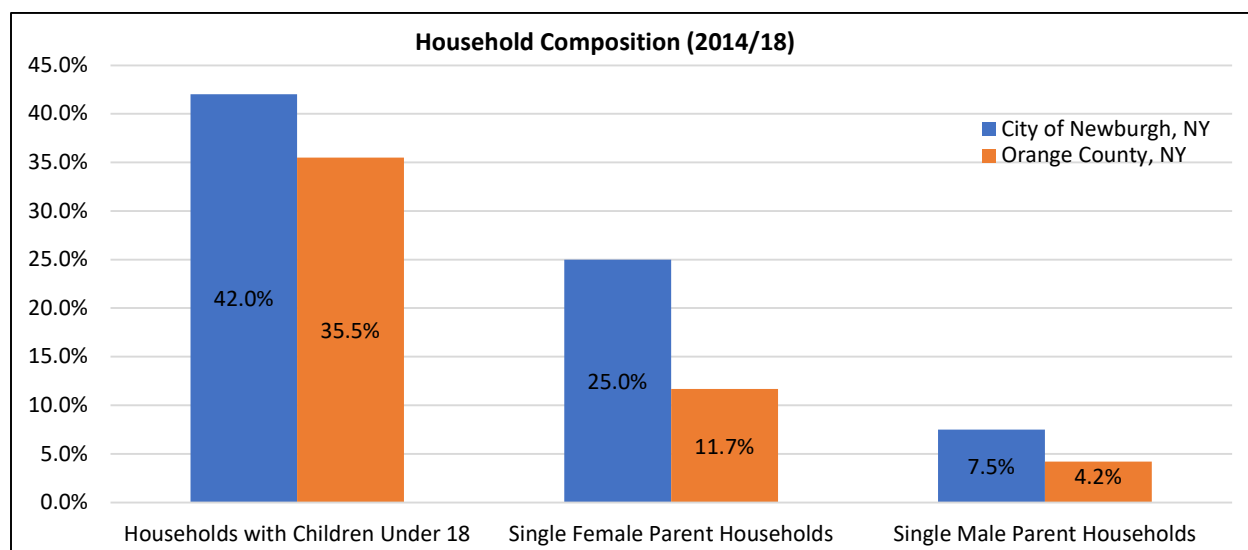
The racial composition of both Newburgh and Orange County has remained relatively consistent over time, though Newburgh's share of Black or African-American alone residents decreased by nearly 5% from 2007/11 to 2014/18.

Racial Composition and Hispanic Identification (2007/11 – 2014/18)								
	City of Newburgh, NY				Orange County, NY			
	2007/11		2014/18		2007/11		2014/18	
	#	%	#	%	#	%	#	%
Total:	28,999		28,282		371,833		378,227	
White alone	6,077	21%	5,698	20.2%	256,245	68.9%	245,605	64.9%
Black or African-American alone	8,444	29.1%	6,858	24.3%	34,300	9.2%	37,246	9.9%
Asian alone	125	0.4%	301	1.1%	8,941	2.4%	9,913	2.6%
Other race	414	1.4%	1,058	3.7%	7,390	2%	9,758	2.6%
Hispanic or Latino	13,939	48.1%	14,367	50.8%	64,957	17.5%	75,705	20%

Source: US Census ACS

Household Composition

Less than half of households in both Newburgh and Orange County have children under the age of eighteen. There are twice as many single female parent households as single male parent households in both geographies. Notably, single female parent households make up a quarter of all Newburgh households.

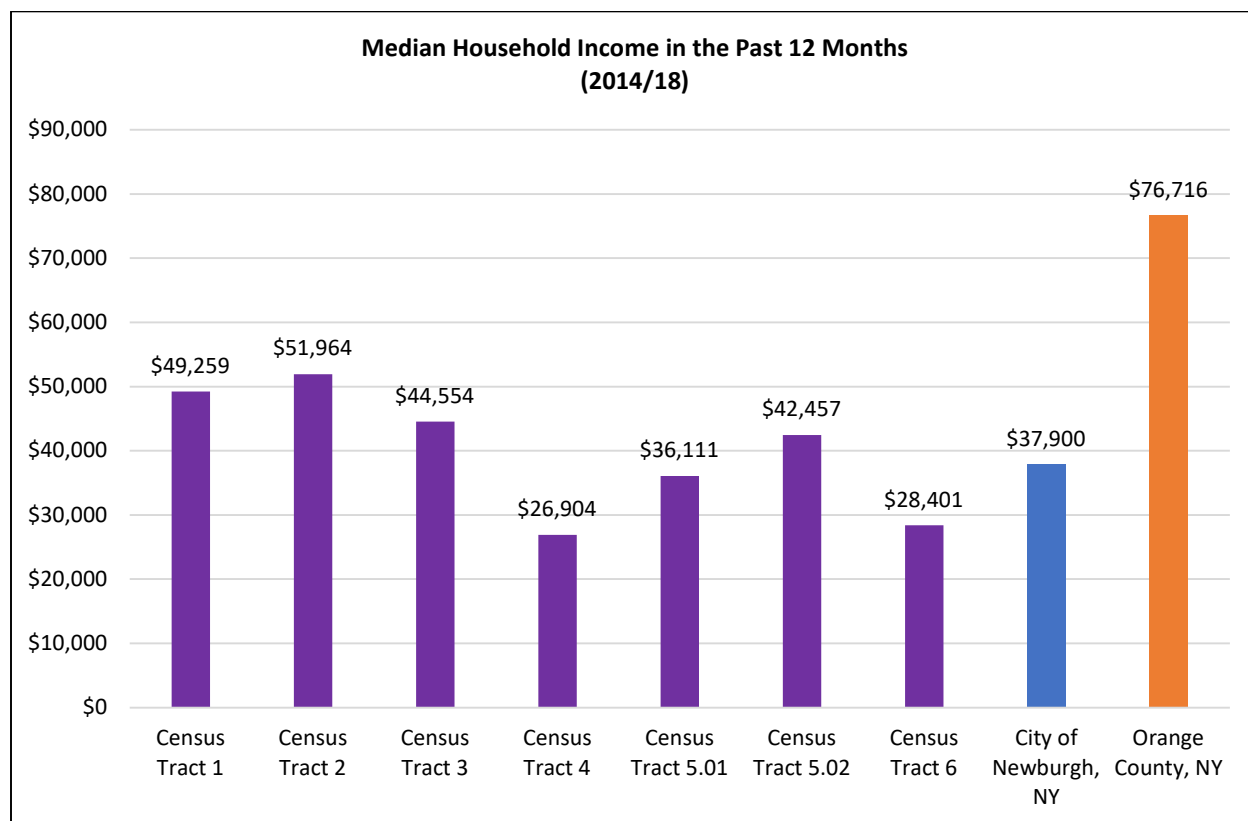


Source: US Census ACS

¹ Individuals identifying as "White alone" "Black of African-American alone" or "Asian alone" identify as only one race and do *not* identify as Hispanic. The term "Hispanic or Latino" indicates populations of any race who also identify as Hispanic or Latino.

Median Household Income

Newburgh's median household income is less than half that of Orange County. Median household income in Newburgh also varies considerably by census tract: the median household income of \$26,904 in Census Tract 4 is the lowest in the city, while the median household income of \$51,964 in Census Tract 2 is the highest in the city. Though some tracts perform better than others, Newburgh as a whole still struggles significantly in comparison to Orange County. About 61% of Newburgh households make less than \$50,000 per year; this figure drops to 34% of households in Orange County.



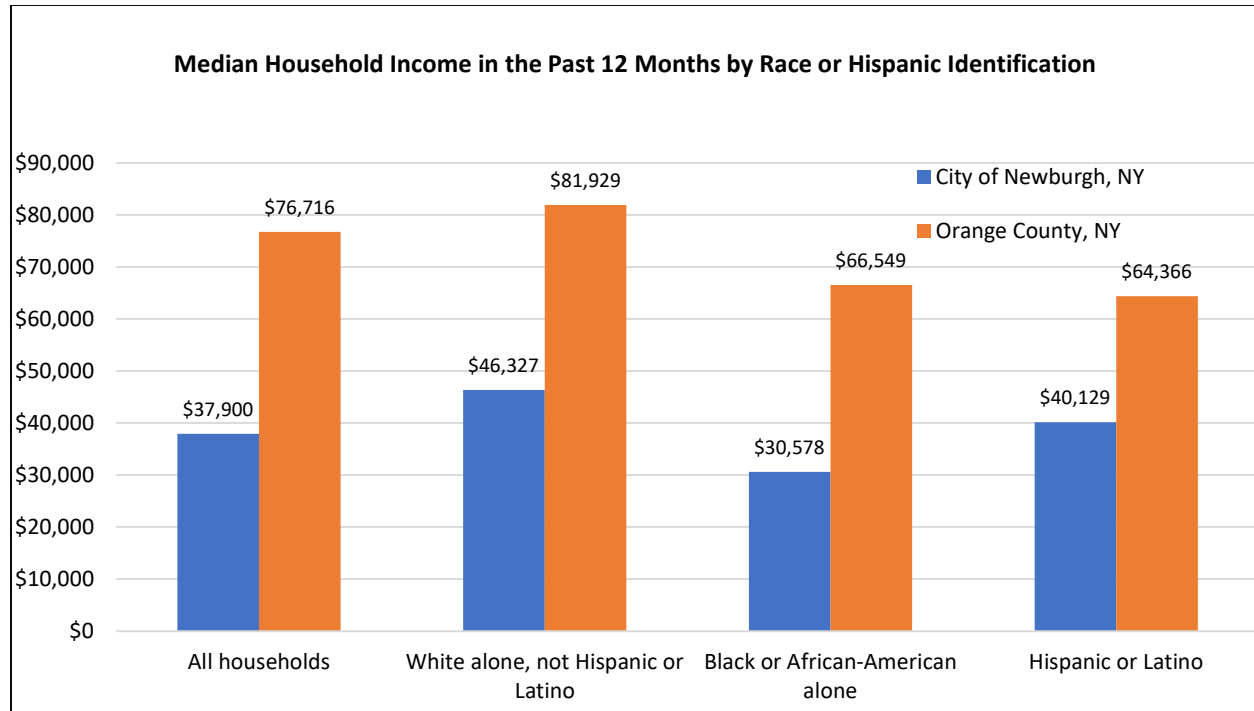
Source: US Census ACS

Between 2000 and 2014/18, Newburgh's median household income increased by 25%, from \$30,332 to \$37,900. Over the same time period, Orange County's median household income increased by 47%, from \$52,058 to \$76,716.

Median Household Income (2000 – 2014/18)			
Place	2000	2007/11	2014/18
City of Newburgh, NY	\$30,332	\$37,671	\$37,900
Orange County, NY	\$52,058	\$70,294	\$76,716

Source: US Census Decennial, ACS

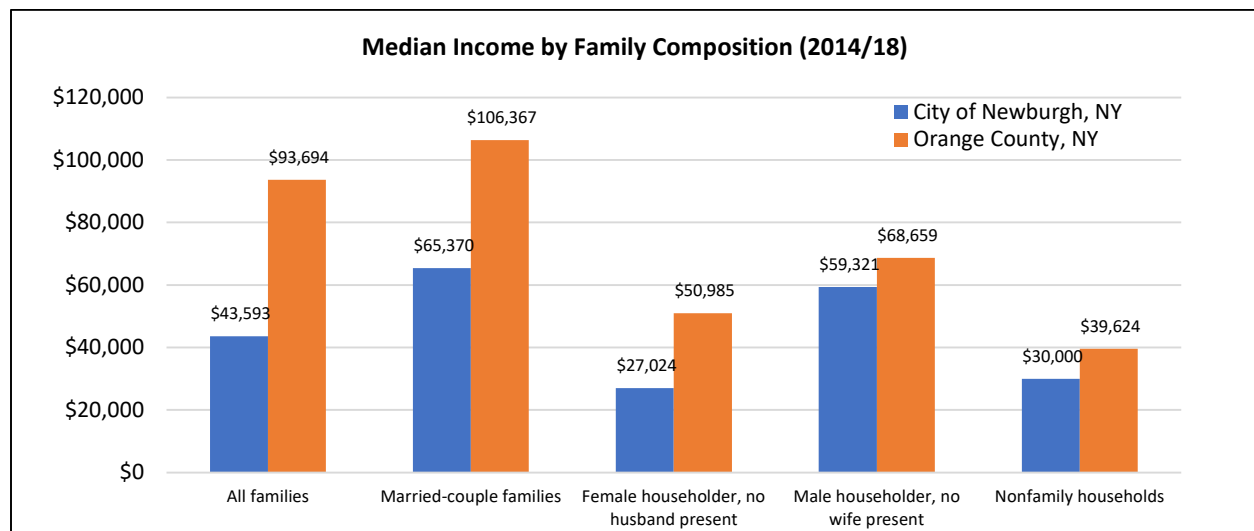
Regardless of race or Hispanic identification, median household income is lower in Newburgh than it is in Orange County. This disparity between the two geographies is the largest for households with Black or African-American alone householders; in Newburgh, these households make \$35,971 less than their Orange County counterparts.



Source: US Census ACS

Family Income

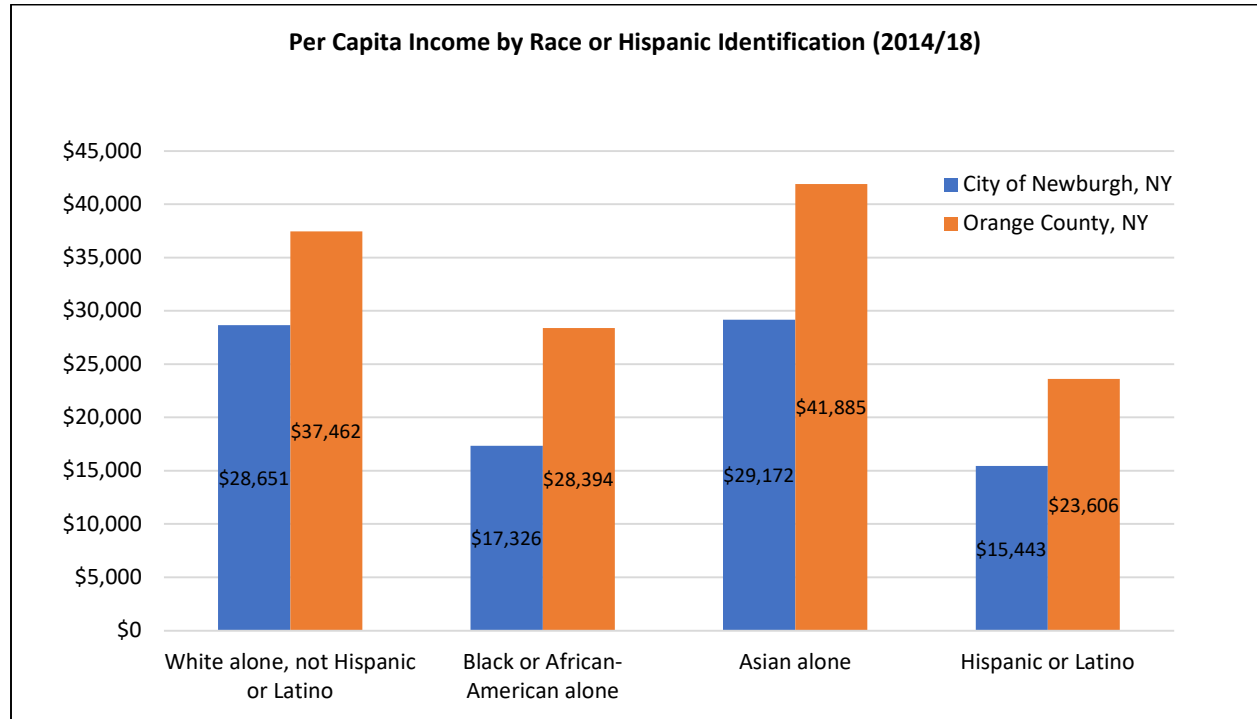
As with median household income, family income in Newburgh is lower than that of Orange County, regardless of factors such as family composition, number of earners, or family size. In both geographies, median family income plummets significantly (by \$16,569 in Newburgh and by \$42,709 in Orange County) for families led by single female parents and increases significantly (by \$21,777 in Newburgh and by \$12,673 in Orange County) for married-couple families. The median income for all Newburgh families is \$43,593, compared to \$93,694 for all Orange County families, making for a disparity of more than \$50,000.



Source: US Census ACS

Per Capita Income

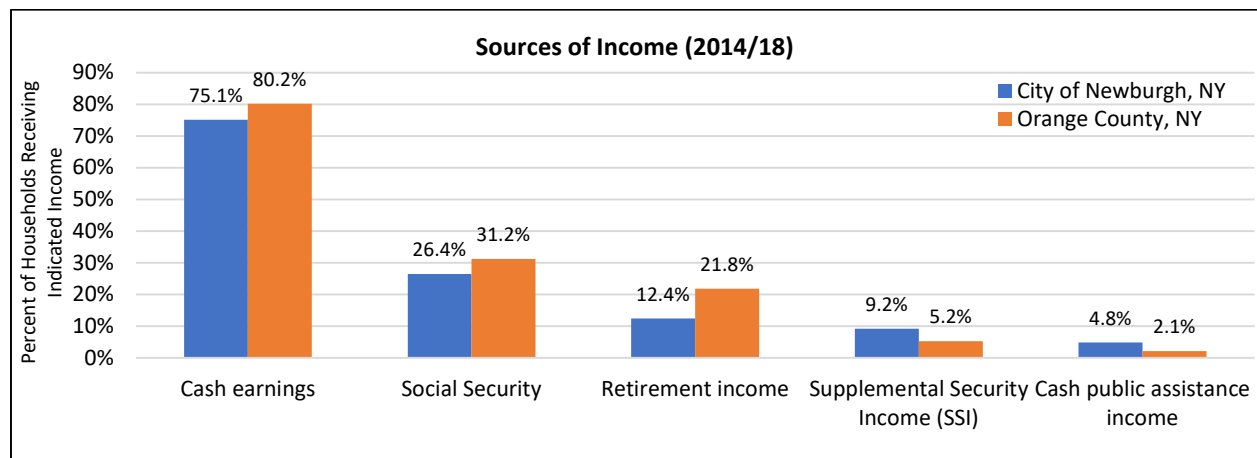
Regardless of race or Hispanic identification, per capita income is lower in Newburgh than it is in Orange County. In both geographies, Hispanic or Latino residents have the lowest per capita income, while Asian alone residents have the highest.



Source: US Census ACS

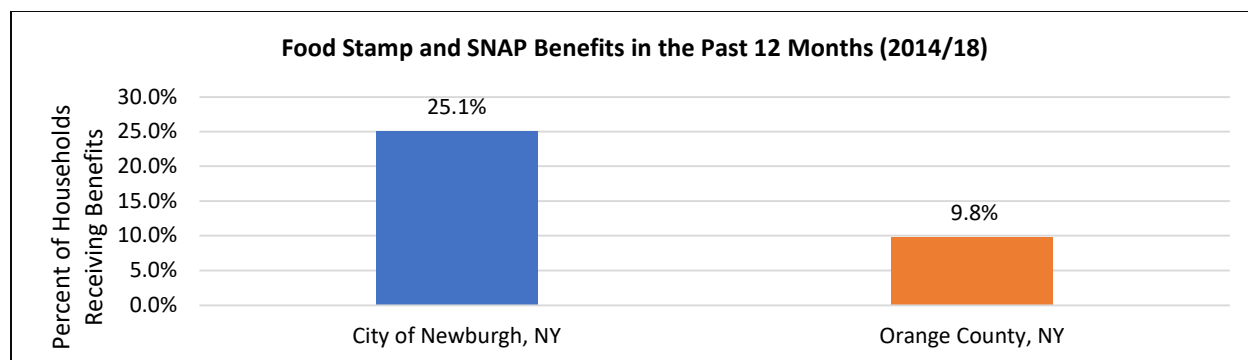
Sources of Income

In Newburgh and in Orange County, similar shares of households receive cash earnings, social security, and Supplemental Security Income (SSI). The share of households that receive retirement income in Newburgh is 10 percentage points lower than that of Orange County. Less than 5% of Newburgh households receive cash public assistance. However, a quarter of Newburgh households receive food stamp/SNAP benefits.



Source: US Census ACS

NEWBURGH HOUSING NEEDS ASSESSMENT



Source: US Census ACS

Poverty

Nearly a third of all people in Newburgh are living below the federal poverty level, compared to 11.8% of all people in Orange County. Within the City of Newburgh, poverty rate varies significantly by census tract, ranging from a low of 16.5% of all people in Census Tract 1 to a high of 52.1% of all people in Census Tract 6. Poverty status for individuals also varies by age. In Newburgh, the poverty rate for all individuals under 18 is 42.4%, while this number drops to 25% for all individuals 18 to 64 years of age, and drops even further to 14.3% for all individuals 65 years and older. Similar but less drastic shifts are seen in the Orange County population.

Poverty Status in the Past 12 Months for All People with Determined Poverty Status (2014/18)									
	Census Tract 1	Census Tract 2	Census Tract 3	Census Tract 4	Census Tract 5.01	Census Tract 5.02	Census Tract 6	City of Newburgh NY	Orange County NY
	Percent below poverty level								
All people with determined poverty status	16.5%	16.5%	27.5%	33.1%	28.7%	25.1%	52.1%	29.5%	11.8%
Under 18 years	36.2%	33%	42%	43.2%	31.4%	29.3%	69.5%	42.4%	18.6%
Under 5 years	43.7%	39.5%	51.3%	45.5%	56.9%	5.6%	68.1%	46.5%	21.9%
5 to 17 years	33.7%	30.4%	38.3%	41.6%	26.5%	37.5%	70.3%	40.6%	17.5%
Related children of householder under 18 years	36.2%	33%	41.8%	43%	31.4%	29.3%	69.5%	42.3%	18.3%
18 to 64 years	13.7%	10.8%	22.3%	33.3%	27%	21.6%	42.7%	25%	9.9%
18 to 34 years	14.2%	1.7%	28.6%	38.2%	32.6%	14.9%	40.9%	26.5%	12.6%
35 to 64 years	13.2%	16%	17.9%	29.2%	23.8%	27%	44.3%	23.8%	8.5%
60 years and over	1%	2.4%	10.7%	15.5%	25.3%	27.1%	35.6%	16%	7.6%
65 years and over	0.7%	3%	6.2%	7.8%	33.9%	31.3%	36.4%	14.3%	7.1%
Unrelated individuals 15 years and over	15.4%	11.9%	26.7%	39.1%	39.8%	39%	37.6%	30.8%	21.4%

Source: US Census ACS

NEWBURGH HOUSING NEEDS ASSESSMENT

Twenty seven percent of all families in Newburgh are living below the federal poverty level, compared to 8.5% of all families in Orange County. Within the City of Newburgh, poverty rate varies significantly by census tract, ranging from a low of 12.5% of all families in Census Tract 2 to a high of 49.8% of all families in Census Tract 6. Poverty status for families also varies by family type. In Newburgh, the poverty rate is 14.8% for married-couple families, 9.9% for single male parent families, and 46.2% for single female parent families. Similar but less drastic shifts are seen in Orange County families as well, though the poverty rate for Orange County married-couple families is slightly lower than that of Orange County single male parent families, while the opposite is true in Newburgh.

Poverty Status in the Past Twelve Months by Family Type (2014/18)									
	Census Tract 1	Census Tract 2	Census Tract 3	Census Tract 4	Census Tract 5.01	Census Tract 5.02	Census Tract 6	City of Newburgh NY	Orange County NY
Percent below poverty level									
All families:	19%	12.5%	22.8%	30.9%	24.2%	24.3%	49.8%	27%	8.5%
Married-couple family	0%	10.9%	8%	14.3%	16.1%	25.7%	28.5%	14.8%	5.9%
Male householder, no wife present	0%	0%	0%	37.7%	16.5%	3.2%	40.8%	9.9%	7.5%
Female householder, no husband present	46.2%	18.7%	46.6%	38.9%	41.6%	43%	73.1%	46.2%	20.8%

Source: US Census ACS

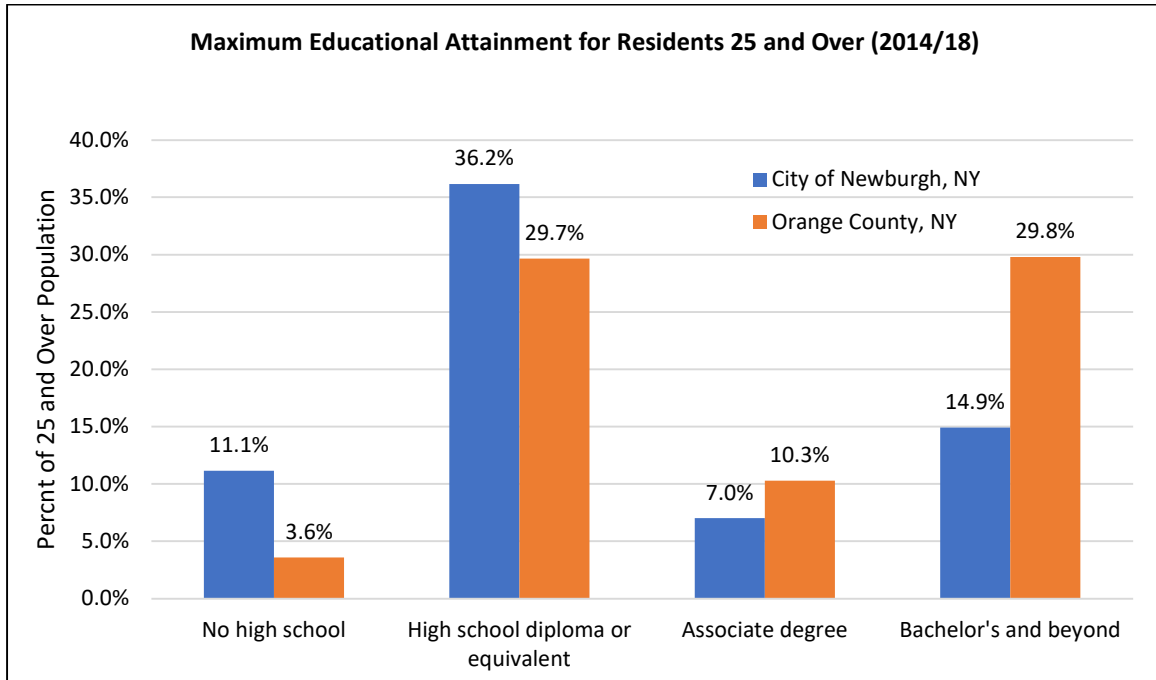
By race or Hispanic identification, individuals and families in both Newburgh and Orange County experience similar rates of poverty. In both geographies, individuals and families identifying as Black or African-American alone; Hispanic or Latino; and Other race experience similar poverty rates. White alone non-Hispanic individuals and families experience slightly lower poverty rates, and Asian alone individuals and families experience significantly lower poverty rates.

Poverty Status in the Past Twelve Months by Race or Hispanic Identification (2014/18)		
	City of Newburgh, NY	Orange County, NY
Individuals	% below poverty level	
White alone, not Hispanic or Latino	23.2%	10.8%
Black or African-American alone	35.7%	13.4%
Asian alone	5.7%	8.8%
Other race	32.2%	16.6%
Hispanic or Latino	29.7%	14.9%
Families, by householder	% below poverty level	
White alone, not Hispanic or Latino	20.8%	7.5%
Black or African-American alone	33.2%	9.8%
Asian alone	0%	4.6%
Other race	28.8%	13.8%
Hispanic or Latino	27.4%	11.5%

Source: US Census ACS

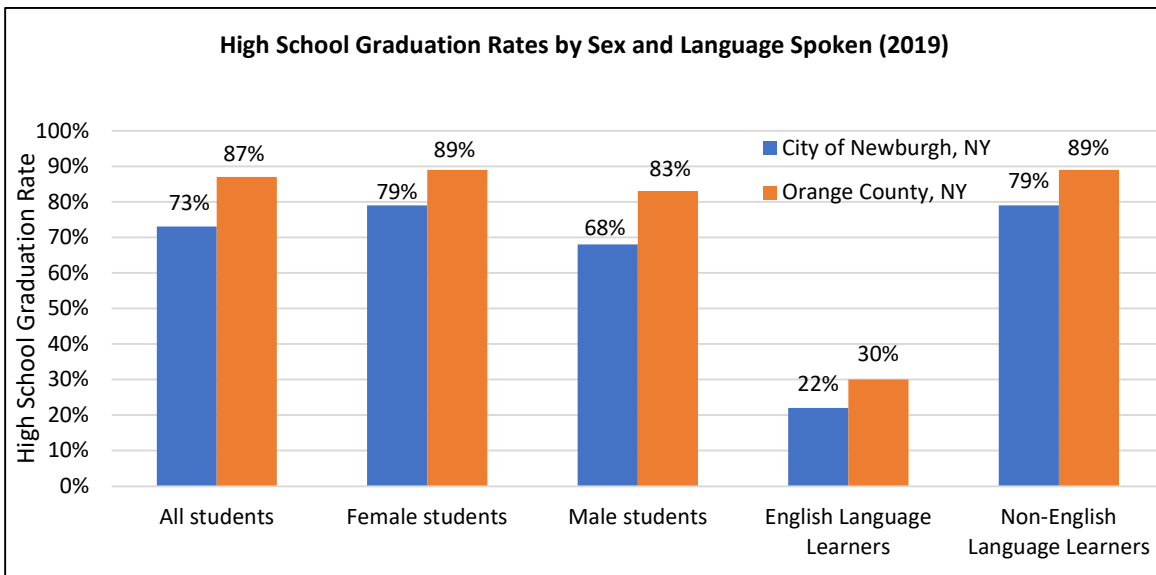
Educational Attainment

Newburgh's share of residents 25 years and older who have a bachelor's degree or beyond is just half that of Orange County. Meanwhile, Newburgh's share of residents 25 years and older who did not attend high school is more than three times that of Orange County.



Source: US Census ACS

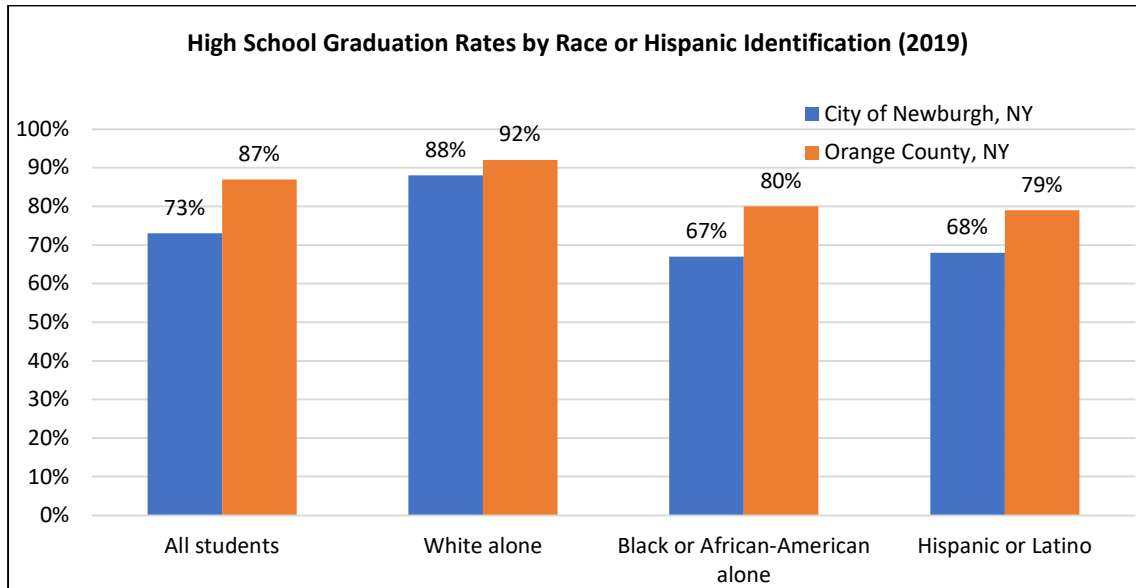
Newburgh has a high school graduation rate for all students of 73%, compared to Orange County's rate of 87%. In both geographies, this rate increases slightly for female students, decreases slightly for male students, and decreases drastically for students who are English Language Learners (ELL).



Source: NYS Education Department

NEWBURGH HOUSING NEEDS ASSESSMENT

Newburgh's graduation rate increases by 15 percentage points for White alone students but drops by about 6 percentage points for Black or African-American alone and Hispanic or Latino students. Similar shifts occur in Orange County. Notably, when the City of Newburgh is removed from graduation rate calculations for Orange County, the graduation rate of Black or African-American alone students in Orange County jumps to 87%, creating a graduation rate difference of 20 percentage points between Newburgh and non-Newburgh Black students in Orange County.



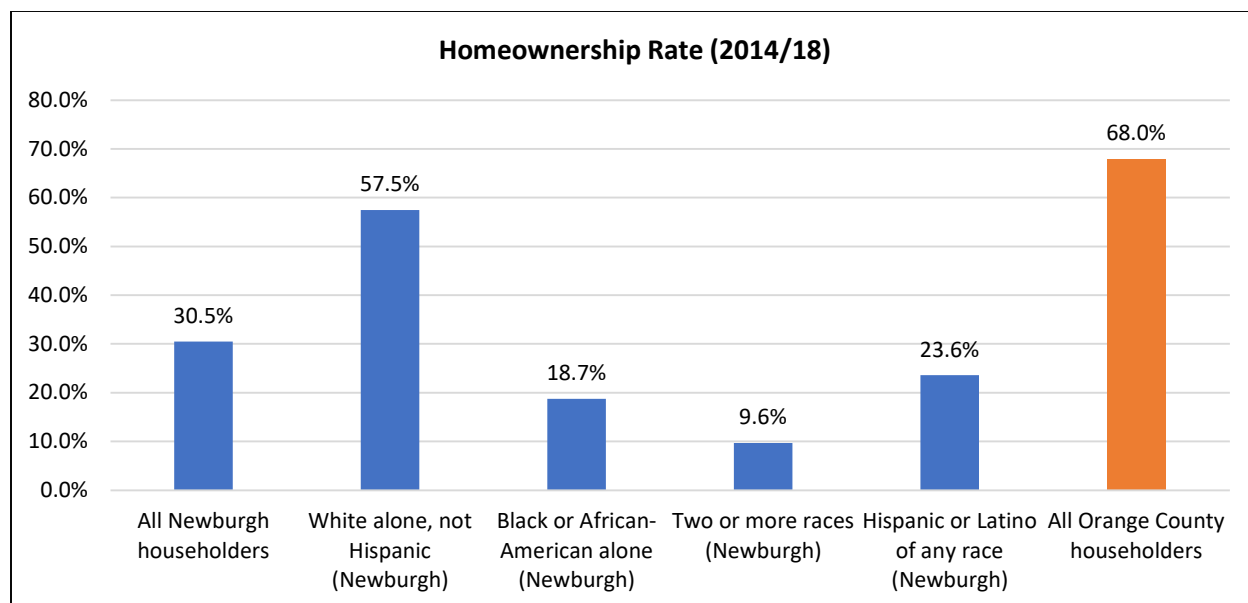
Source: NYS Education Department

HOUSING CONDITIONS

This section examines the city's housing conditions in terms of homeownership rates, number of units, year of construction, median home value, rent and selected monthly homeowner costs, cost burden rates, and vacancy rates. For most variables, the City of Newburgh is compared to Orange County, and for some variables, Newburgh data is analyzed on a tract level.

Homeownership Rate

Newburgh's homeownership rate (30.5%) is less than half that of Orange County (68%). Within Newburgh, residents who are White alone, non-Hispanic have the highest homeownership rate at 57.5%, a rate three times higher than that of Black or African-American residents (18.7%) and 2.4 times higher than that of Hispanic or Latino residents (23.6%).



Source: US Census ACS

Units per Housing Structure

Only one-third of Newburgh's housing structures are single-family, compared to almost three-quarters of Orange County's housing structures. Newburgh's share of multi-family housing structures (3 or more units) is more than twice that of Orange County. Furthermore, 16.6% of Orange County's multi-family units exist in Newburgh. There are 1,063 multi-family units per square mile in Newburgh, while there are only 6 multi-family units per square mile in Orange County.

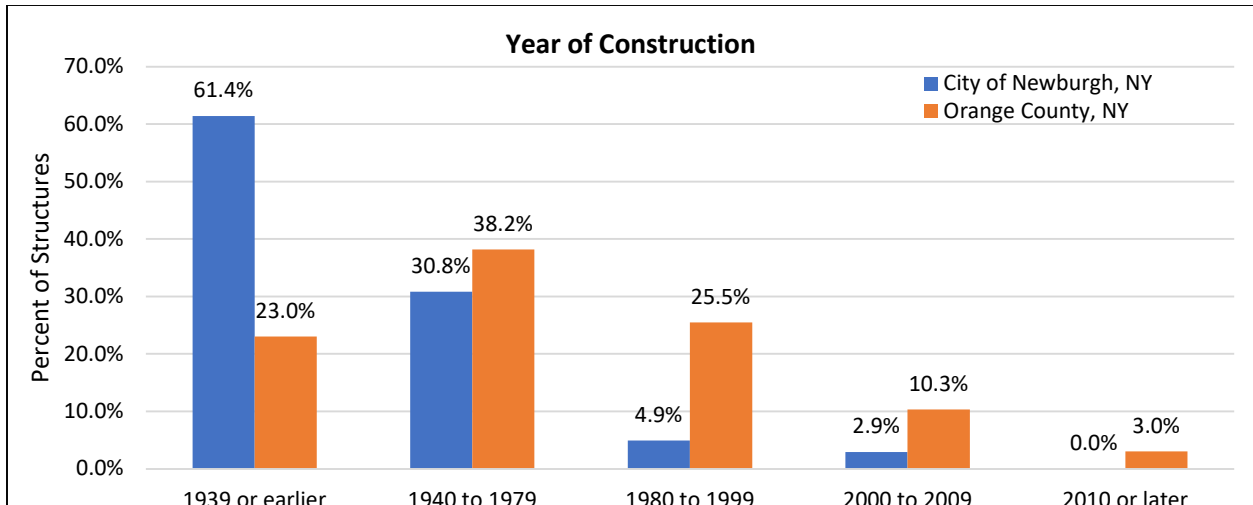
Units per Housing Structure (2014/18)				
	City of Newburgh, NY		Orange County, NY	
	# of structures	% of total	# of structures	% of total
Total structures:	11,765		142,360	
1-unit	3,924	33.4%	102,497	72%
2-unit	2,758	23.4%	9,289	6.5%
3 or more units	5,083	43.2%	30,574	21.5%

Source: US Census ACS

Year of Construction

Newburgh's housing structures are largely older than those of Orange County. More than 60% of Newburgh's structures were built before 1940, while this is true for less than a quarter of Orange County structures. Conversely, less than 3% of Newburgh housing structures were built in the 21st century, compared to just over 13% of Orange County structures.

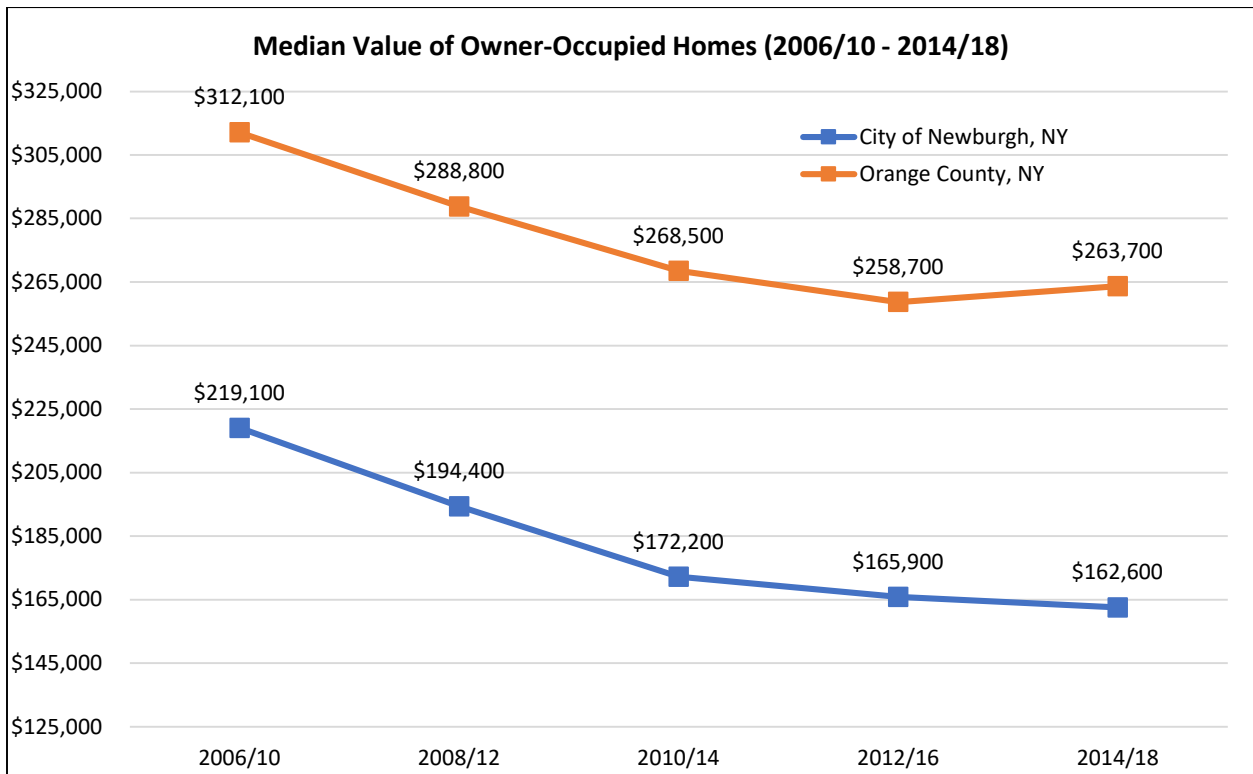
NEWBURGH HOUSING NEEDS ASSESSMENT



Source: US Census ACS

Value of Owner-Occupied Homes

From 2006/10 to 2014/18, the median value of owner-occupied homes in Newburgh steadily decreased. A similar downward trend also occurred in Orange County. However, Orange County saw a slight increase in median value from 2012/16 to 2014/18. In 2006/10, the median value of owner-occupied homes was \$219,100 in Newburgh and \$312,100 in Orange County; in 2014/18, these values were \$162,600 and \$263,700, respectively.



Source: US Census ACS

The decline of housing value in both geographies is also indicated by their increasing shares of owner-occupied homes valued under \$200,000 and their decreasing shares of more expensive homes. Newburgh

NEWBURGH HOUSING NEEDS ASSESSMENT

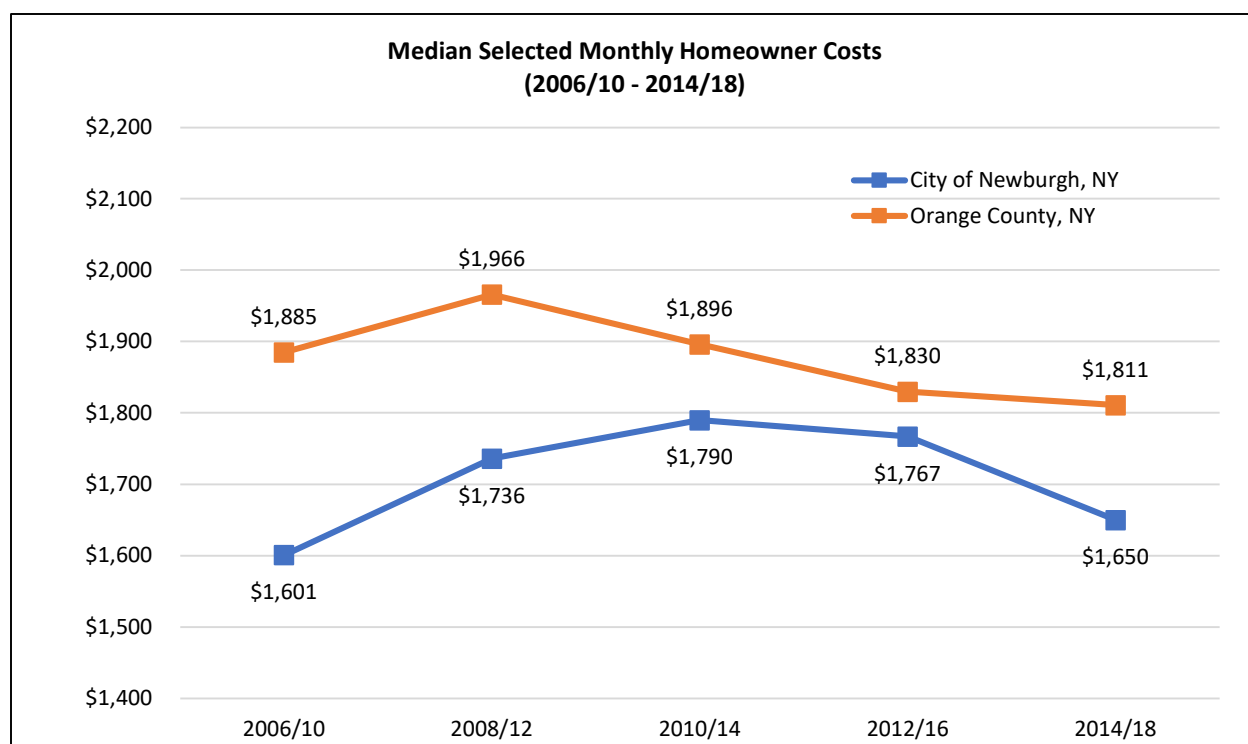
remains a less expensive housing market than Orange County, but both markets have become less expensive over time.

Value of Owner-Occupied Homes				
	City of Newburgh, NY		Orange County, NY	
Value	2007/11	2014/18	2007/11	2014/18
Total homes:	3,214	2,855	88,027	86,266
Under \$200,000	45.8%	64.5%	19.2%	29.4%
\$200,000 to \$999,999	54.2%	35.1%	79.7%	69.6%
\$1,000,000 or more	1%	0.4%	1.1%	1%

Source: US Census ACS

Selected Monthly Homeowner Costs

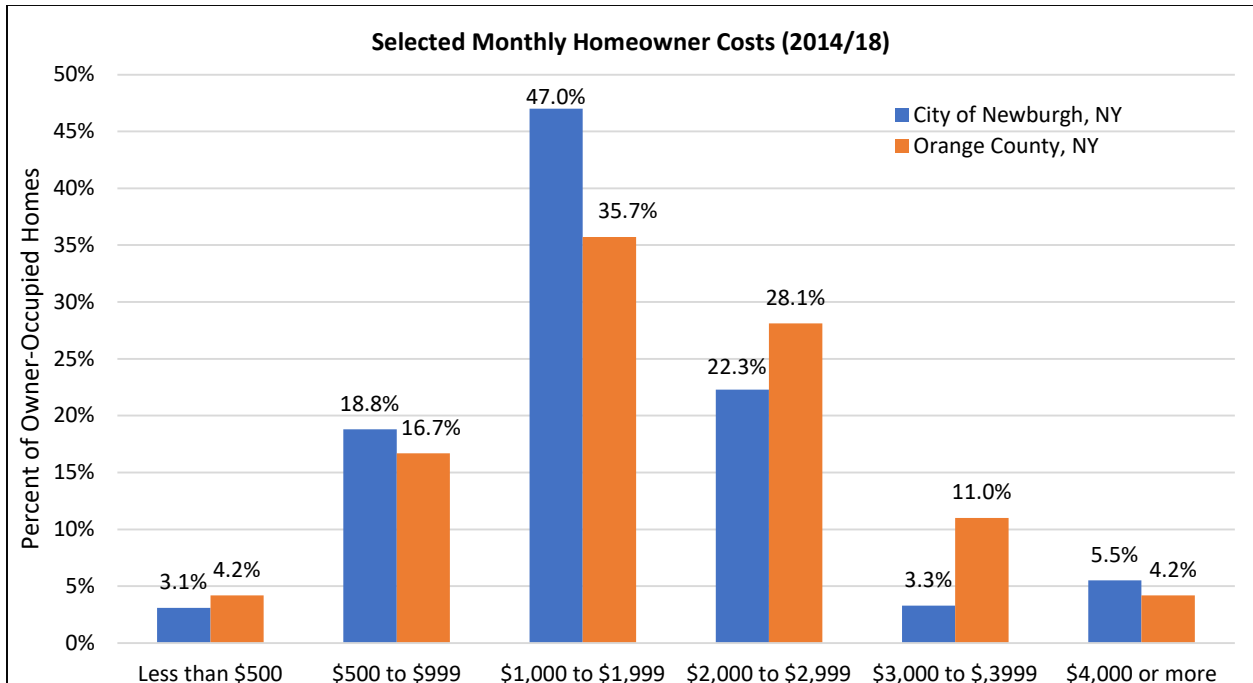
Between 2006/10 and 2014/18, the median selected monthly homeowner costs for both Newburgh and Orange County remained relatively consistent. Newburgh's median selected monthly homeowner costs experienced a slight net increase, while that of Orange County experienced a slight net decrease.



Source: US Census ACS

Though median values for both geographies sit below \$2,000, 22.3% of owner-occupied Newburgh homes and 28.1% of owner-occupied Orange County homes have selected monthly homeowner costs of \$2,000 to \$2,999. Selected monthly homeowner costs of \$3,000 or more, as well as costs less than \$500, are relatively infrequent in both geographies.

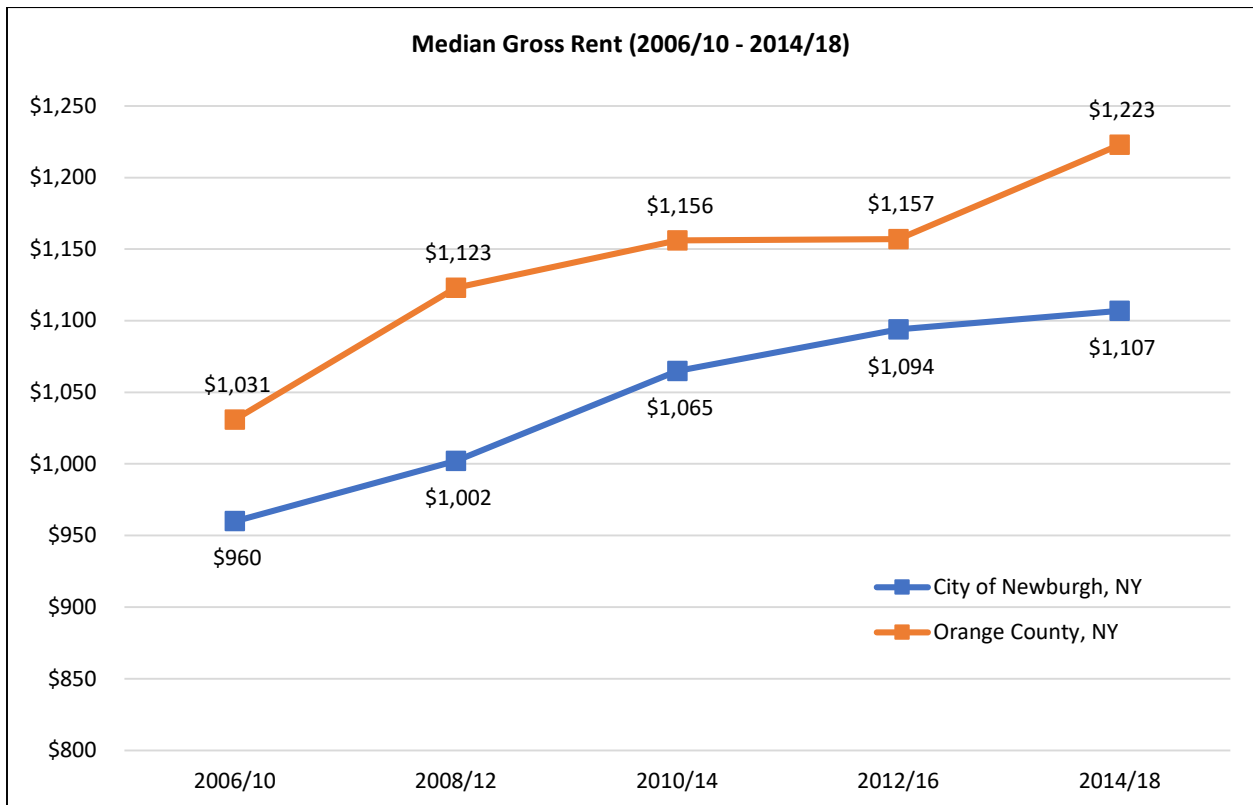
NEWBURGH HOUSING NEEDS ASSESSMENT



Source: US Census ACS

Gross Rent

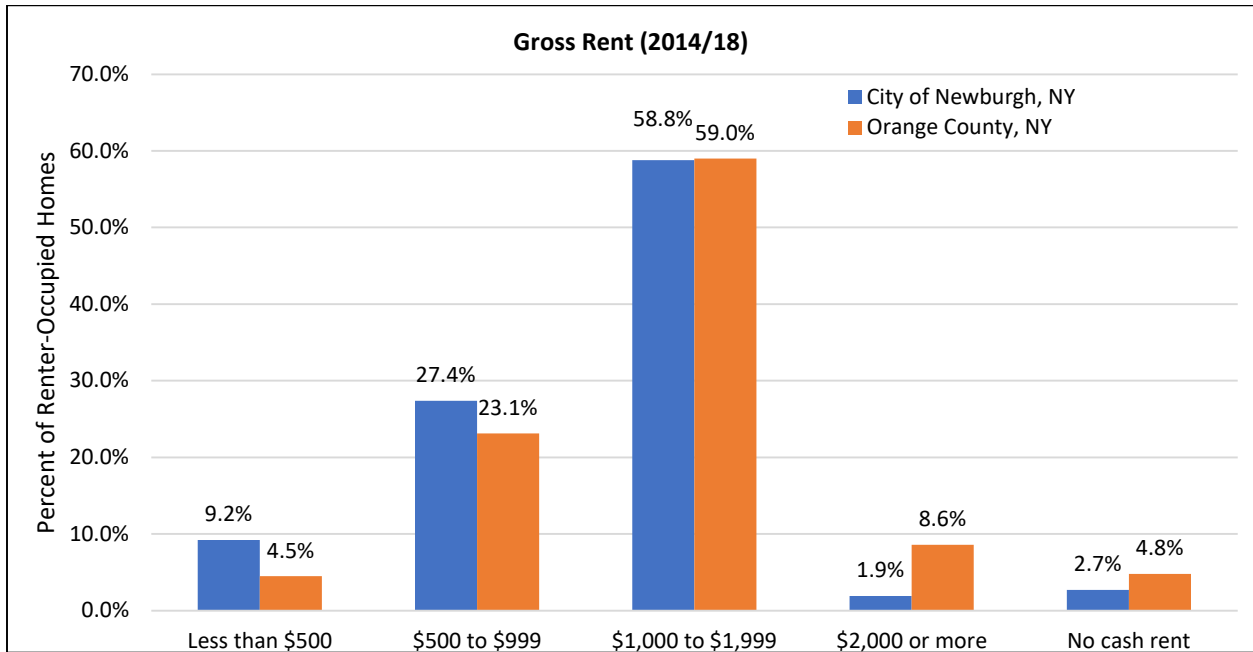
From 2006/10 to 2014/18, median gross rent experienced a net increase in both Newburgh and Orange County.



Source: US Census ACS

NEWBURGH HOUSING NEEDS ASSESSMENT

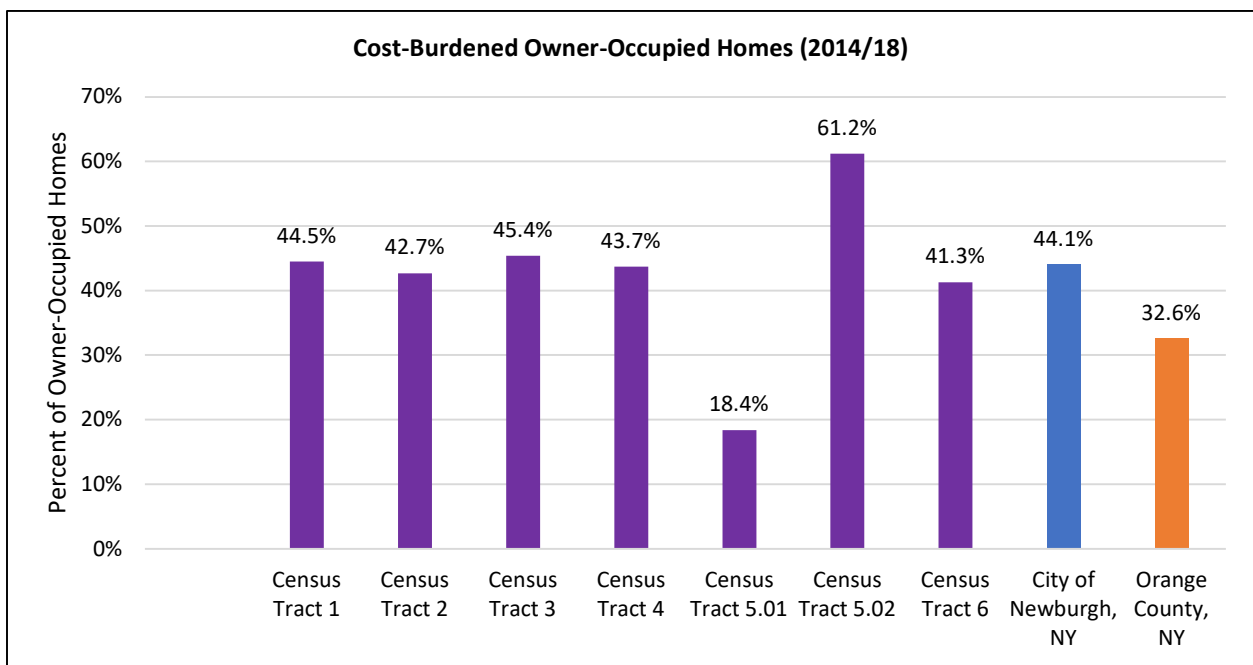
Gross rent values of \$2,000 or more are relatively infrequent in both geographies, as are households that have no cash rent or rent less than \$500. Nearly 60% of renter-owned households in both geographies have gross rent values of \$1,000 to \$1,999.



Source: US Census ACS

Cost Burden

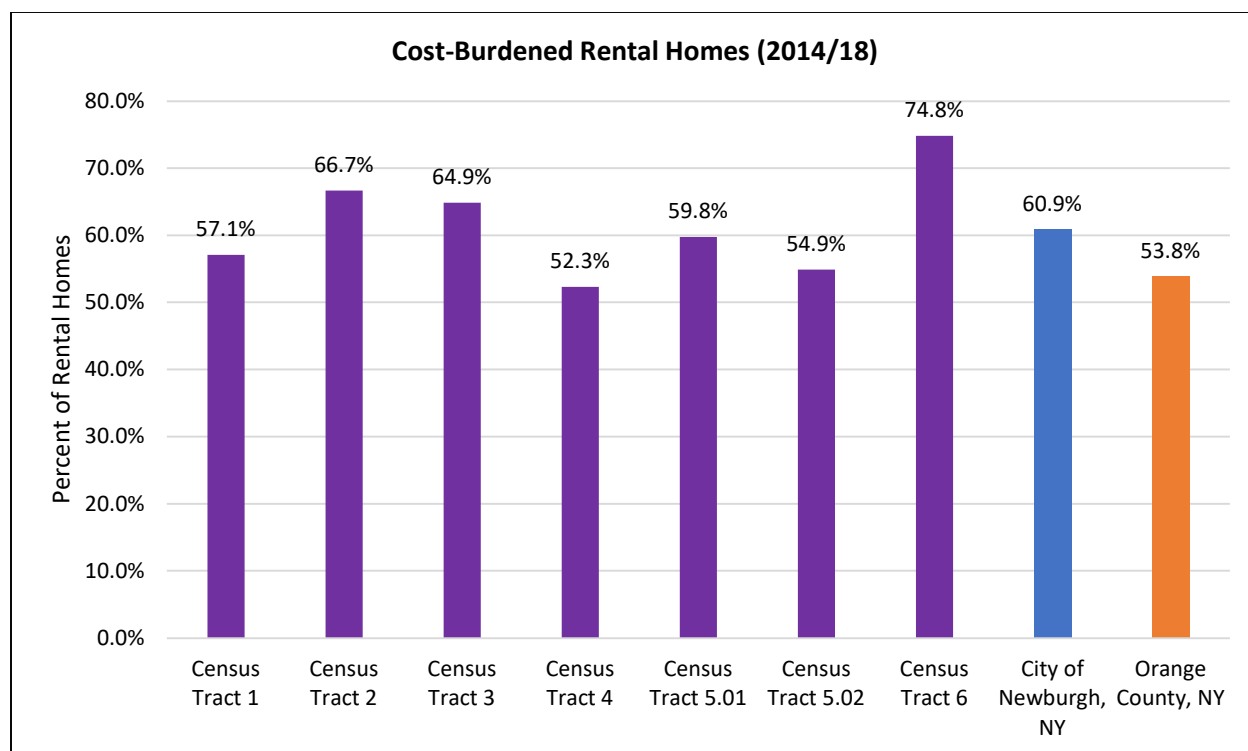
In Newburgh, 44.1% of owner-occupied homes are cost-burdened, compared to 32.6% of owner-occupied Orange County homes. Within Newburgh, the cost burden rates of the census tracts mirror that of the city as a whole, except in Census Tracts 5.01 and 5.02.



Source: US Census ACS

NEWBURGH HOUSING NEEDS ASSESSMENT

Cost burden rates increase significantly for renter-occupied homes in both geographies: Newburgh's cost burden rate for rental homes is 60.9%, while Orange County's is 53.8%. Within Newburgh, there is no census tract with a cost burden rate below 50%. The highest rate is found in Census Tract 6, at 74.8%, while the lowest, 52.3%, is found in Census Tract 4.



Source: US Census ACS

Vacancy

Newburgh's vacancy rate is almost double that of Orange County, though the vacancy rate of both geographies has increased over time. Within Newburgh, Census Tracts 4 and 5.02 experience inordinately high vacancy rates.

Vacant Housing Units (2007/11 – 2014/18)				
Place	2007/11		2014/18	
	#	% of all housing units	#	% of all housing units
Census Tract 1	164	13.9%	182	14.4%
Census Tract 2	28	3.0%	127	12.0%
Census Tract 3	303	14.0%	442	18.0%
Census Tract 4	665	26.0%	854	32.9%
Census Tract 5.01	159	13.0%	192	13.9%
Census Tract 5.02	330	22.2%	450	29.2%
Census Tract 6	109	7.8%	160	10.6%
City of Newburgh, NY	1,758	16.1%	2,407	20.5%
Orange County, NY	11,392	8.4%	15,584	10.9%

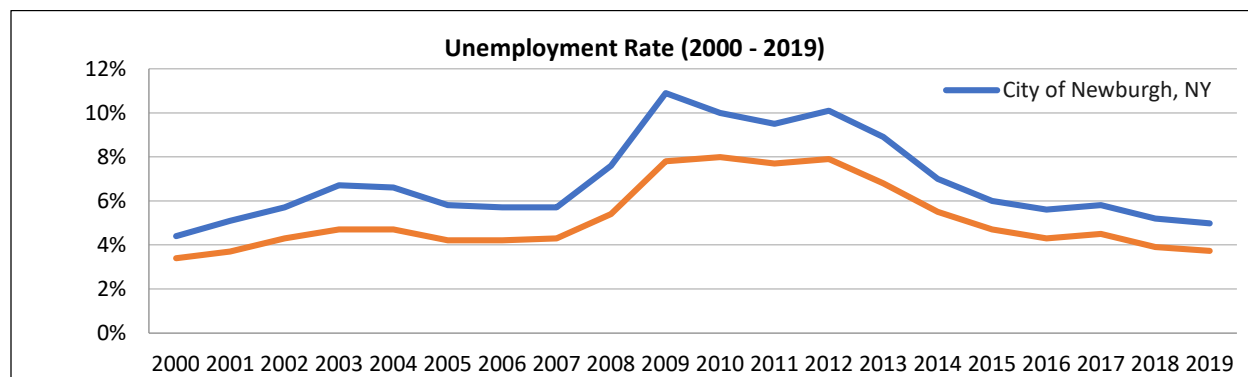
Source: US Census ACS

ECONOMIC TRENDS

This section examines the city's economic trends in terms of unemployment trends, the jobs held by Newburgh residents, commuting patterns and the jobs located within the City of Newburgh.

Unemployment

Barring a spike during the Great Recession (2007-2009), unemployment rates in Newburgh and Orange County remained relatively consistent from 2000 to 2019, with Newburgh's rates consistently 1-2% higher than those of Orange County. Newburgh's unemployment rate peaked in 2009 at 10.9%, while Orange County's unemployment rate peaked in 2010 at 8%.



Source: Bureau of Labor Statistics

More than 17% of Newburgh residents aged 16 to 19 are both out of school and out of work (either unemployed or not in the labor force), compared to 7.9% of Orange County residents in the same age group. In Newburgh, there is a striking sex-based disparity within this population: 274 Newburgh males aged 16 to 19 (26.9% of males in that age group) are both out of school and out of work, while the same is true for only 74 Newburgh females aged 16-19 (7.5% of females in that age group). This disparity is less striking in Orange County, where 8.1% of males aged 16-19 and 7.6% of females aged 16-19 are both out of school and out of work.

Sectoral Distribution of Working Residents

About one-third of the jobs held by working residents in both Newburgh and Orange County exist in either Health Care and Social Assistance or Retail Trade. Orange County has a higher share of jobs in the Educational Services sector than Newburgh, though the sector is relatively popular in both geographies.

Newburgh Working Resident Job Count by NAICS Industry Sector (2017)		
NAICS Industry Sector	# of jobs	% of total
Total jobs:	11,469	
Health Care and Social Assistance	1,979	17.3%
Retail Trade	1,590	13.9%
Accommodation and Food Services	1,020	8.9%
Administration & Support, Waste Management and Remediation	909	7.9%
Educational Services	901	7.9%
All other sectors	5,070	44.2%

Source: US Census OnTheMap

Orange County Working Resident Job Count by NAICS Industry Sector (2017)		
NAICS Industry Sector	# of jobs	% of total
Total jobs:	167,409	
Health Care and Social Assistance	27,740	16.6%
Retail Trade	21,095	12.6%
Educational Services	20,222	12.1%
Accommodation and Food Services	11,676	7.0%
Public Administration	9,814	5.9%
All other sectors	76,862	45.8%

Source: US Census OnTheMap

Locations of Jobs Held by Residents

In 2017, the five places with the five largest shares of jobs held by Newburgh residents were Newburgh, New York City, and the CDPs of Gardnertown, New Windsor, and Orange Lake. The majority (63%) of working Newburgh residents, however, are employed in a variety of other locations.

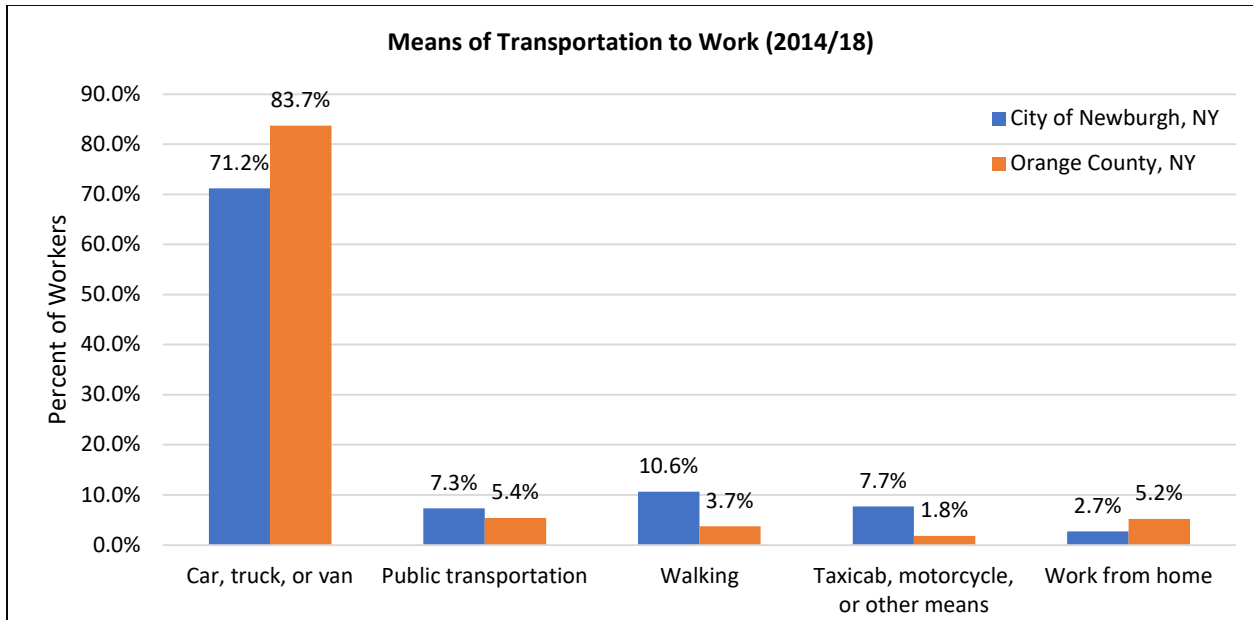
Job Counts by Places Where Newburgh Working Residents are Employed (2008, 2012, 2017)						
	2008		2012		2017	
Place of Employment	#	%	#	%	#	%
All places:	10,952		7,887		11,469	
City of Newburgh, NY	1,350	12.3%	1,273	16.1%	1,578	13.8%
City of New York, NY	1,357	12.4%	657	8.3%	1,911	16.7%
Gardnertown CDP, NY	305	2.8%	309	3.9%	214	1.9%
New Windsor CDP, NY	208	1.9%	207	2.6%	296	2.6%
Orange Lake CDP, NY	308	2.8%	305	3.9%	243	2.1%
All other locations	7,424	67.8%	5,136	65.1%	7,227	63.0%

Source: US Census OnTheMap

Commuting Patterns

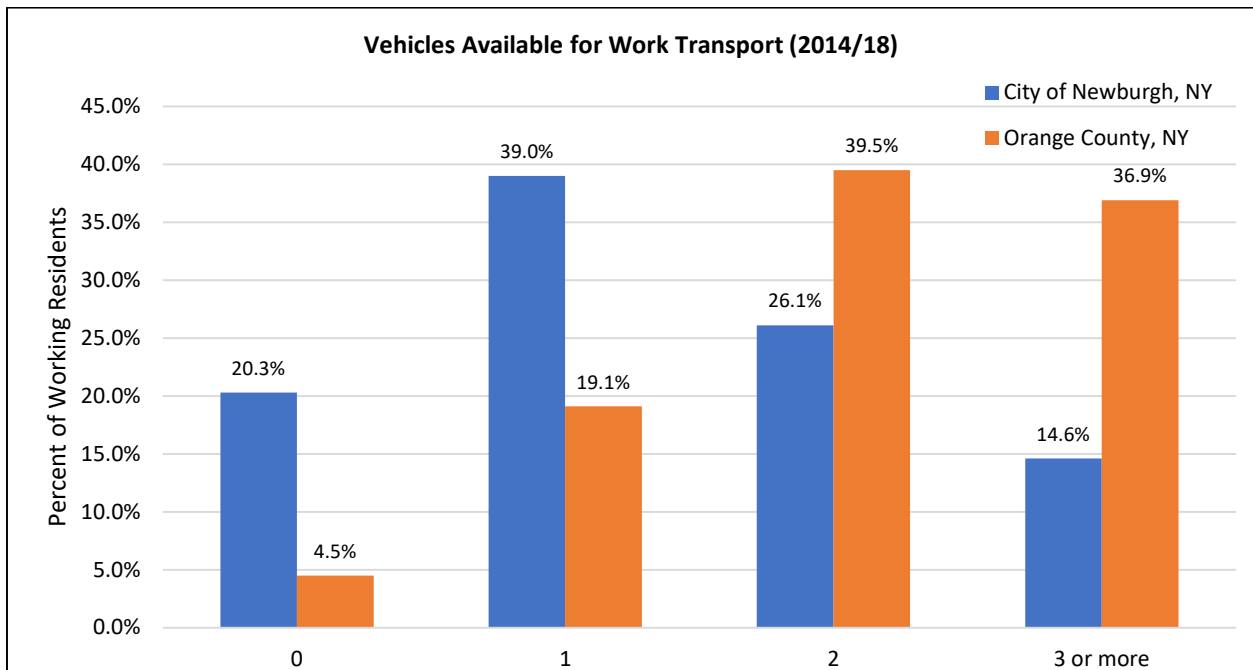
In total, 11,501 jobs are held by people employed in Newburgh, and 11,469 jobs are held by Newburgh residents. 1,578 jobs are held by people who both live and work in Newburgh, while 9,923 jobs are held by people who work, but do not live, in Newburgh, and 9,891 jobs are held by people who live, but do not work, in Newburgh. In both Newburgh and Orange County, the overwhelming majority of working residents commute to work by car, truck, or van. Public transportation usage and working from home are relatively infrequent in both geographies.

NEWBURGH HOUSING NEEDS ASSESSMENT



Source: US Census ACS

Though car, truck, or van is the most popular form of work transport in Newburgh, just over 20% of Newburgh's working residents are without access to a vehicle, compared to less than 5% of Orange County working residents.

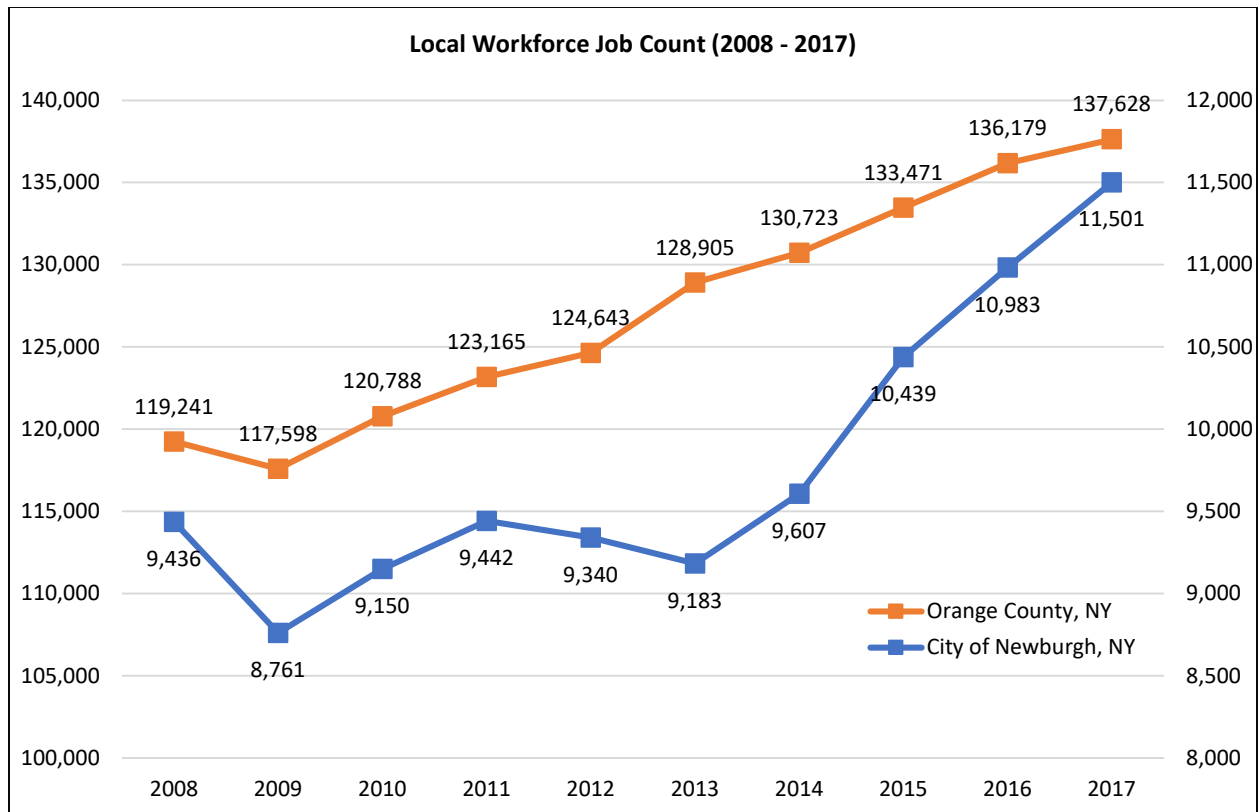


Source: US Census ACS

Newburgh's Economic Base

The total number of jobs located in both Newburgh and Orange County decreased from 2008 to 2009, a time period notably marked by the Great Recession. While the number of Orange County's jobs steadily increased from 2009 to 2017, Newburgh's jobs experienced another decline in 2012 and in 2013.

NEWBURGH HOUSING NEEDS ASSESSMENT



Source: US Census OnTheMap

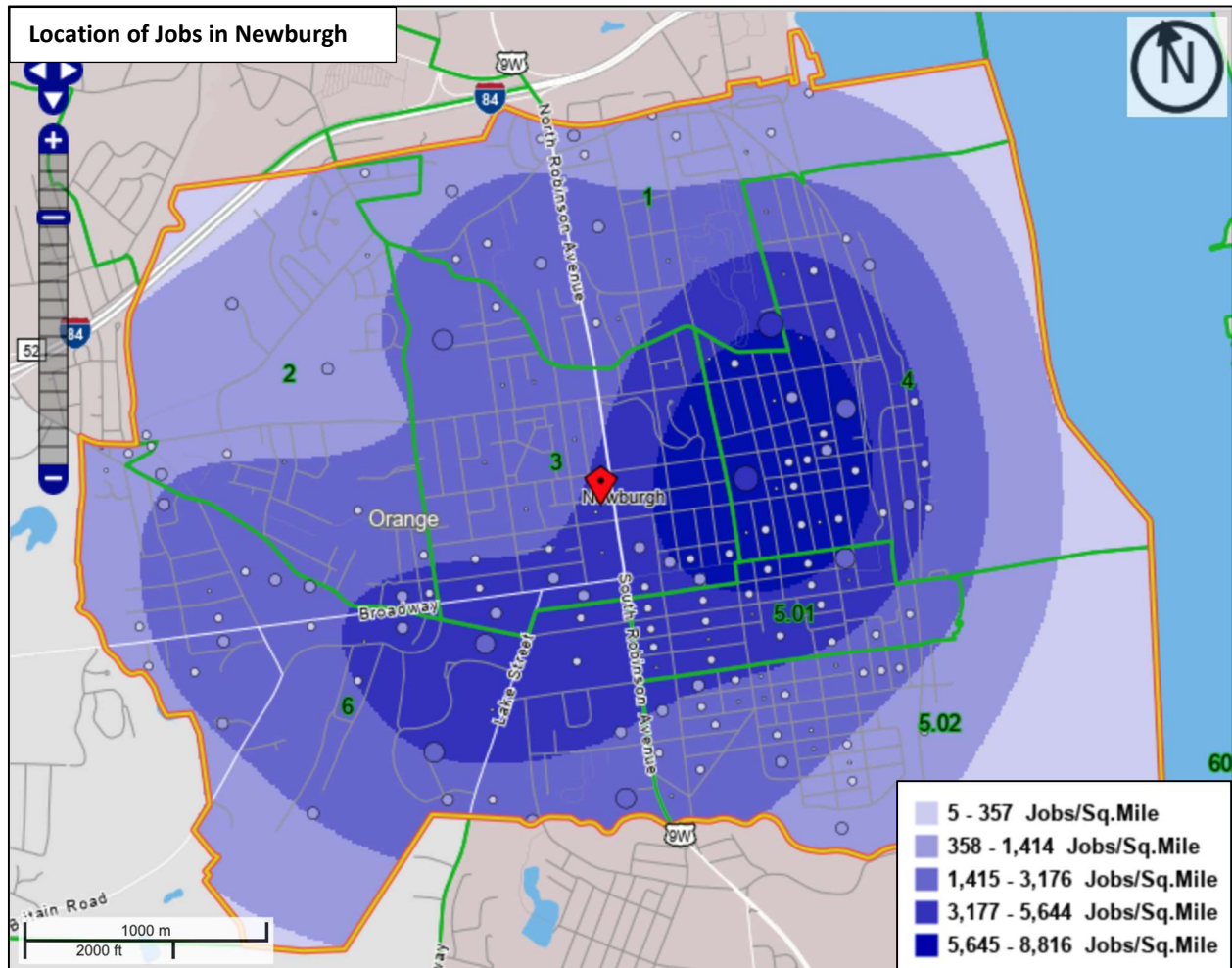
More than a quarter of the jobs located within Newburgh and nearly 20% of the jobs in Orange County exist in the Health Care and Social Assistance Sector. While the Retail Trade sector contains more than 15% of the jobs in Orange County, the sector contains less than 3% of Newburgh jobs.

Jobs Located in Newburgh and Orange County by Sector (2017)					
Newburgh			Orange County		
NAICS Industry Sector	Jobs (#)	% of total	NAICS Industry Sector	Jobs (#)	% of total
Total jobs:	11,501		Total jobs:	137,628	
Health Care and Social Assistance	3,078	26.8%	Health Care and Social Assistance	24,311	17.7%
Educational Services	2,224	19.3%	Retail Trade	20,978	15.2%
Administration & Support, Waste Management and Remediation	1,642	14.3%	Educational Services	15,355	11.2%
Manufacturing	647	5.6%	Accommodation and Food Services	9,611	7.0%
Accommodation and Food Services	606	5.3%	Administration & Support, Waste Management and Remediation	8,692	6.3%
All other sectors	3,304	28.7%	All other sectors	58,681	42.6%

Source: US Census on the Map

NEWBURGH HOUSING NEEDS ASSESSMENT

As shown in the heat map below, most of Newburgh's jobs are located within the city's downtown. Further from the center of the city, there are fewer jobs per square mile.



SECTION II: COMMUNITY ENGAGEMENT

As a means of further understanding Newburgh's housing needs, the consulting team undertook a robust community engagement process that included outreach to (1) residents; (2) the City of Newburgh; (3) the Newburgh City Council; (4) members of the Newburgh Housing Coalition; and (5) housing stakeholders. Presented below is a summary of the various ways these groups helped identify housing needs and also evaluate the responsiveness of proposed policy solutions to meeting these needs.

Newburgh Residents

The residents of Newburgh were actively engaged in four critical ways. First, information about the Newburgh Housing Policy report was published on the Leviticus Fund website. The City of Newburgh and the city's housing stakeholders posted links to the documents on social media sites to help build community awareness of the project. Second, four online community listening sessions were held in September 2020 to collect direct input from local residents. Third, the project team launched an online housing needs survey in December 2020 to collect information on housing needs from residents who might not have been able to participate in the online listening sessions. Lastly, three City Council presentations were made publicly viewable and recorded. These presentations, along with media reports about the Newburgh Housing Policy Report, helped to encourage residents to draft individual letter responses on draft versions of the policy framework. This final round of community input was then integrated into the report's final housing policy framework. Presented below is a summary of the findings from the community listening sessions and the survey.

Housing Survey

The Newburgh Housing Survey was administered during the months of December 2020 and January 2021. Made available online in both English and Spanish, the survey was broadly advertised on social media.

Most of the 192 respondents of the survey resided in Newburgh for more than 10 years (61%), with a large portion (36%) having lived in Newburgh from 2-10 years. By comparison, only a small percentage (3%) are new residents who have moved to the area within the last year. Almost half the respondents (48%) report that they have been residing in their current unit from between 2-5 years. Around a quarter of the residents have lived in their current unit for more than 10 years, with 16.5% reporting residing in their current unit from 5-10 years. There is a sizeable minority (9.5%) who have resided in their current unit for less than one year.

Most respondents (55%) are renters with most other respondents (38%) reporting to own their residences. It is important to note that 3% of respondents identify as homeless with 4% reporting that they live in some other housing situation like room sharing. There are numerous complaints from residents about the conditions of their housing with 47% of respondents reporting deterioration in their building façade, 44% reporting plumbing issues and 41.5% reporting electrical problems. Just over 40% report poorly maintained yards around their housing units. Almost 39% of respondents report the presence of mold within their units with 21% reporting poor ventilation. Around a quarter of respondents claim that their units have insufficient heating (28.5%) and a lack of air conditioning (24.5%). Many residents report a host of upkeep issues such as broken fixtures or appliances (29%), broken or missing windows (24%), and deteriorated steps. Interestingly, only 11% of respondents claim that their landlord was unreachable, but 16% report harassment from their landlords.

Almost 42% of residents report increased housing costs of less than 10%, and 39% of residents report increases of between 10-20%. Just over 19% report monthly housing costs increases of over 20%. These increases put a burden on many residents' financial position, with many residents (43%) reporting spending more than 40% of their income on housing costs. Just over 23% of respondents report between 30-40% of their income going to housing costs and 33% spend less than 30%.

Rental costs (40%) and property taxes (20%) create the largest economic challenges for residents of Newburgh. An overwhelming 77% of respondents report that they may leave the community because of housing costs. About 29% of respondents would like to move to another housing unit within Newburgh and 31% would like to find housing outside of the city. About half of the respondents are searching for single family houses. More than 85% of respondents are looking for apartments of various sorts, with 7.5% looking for studios, 20% looking for one bedrooms, 32.5% looking for two bedrooms, and 24.5% looking for three-bedroom units. About 40.5% of respondents would prefer to own and live in their own housing, while a smaller proportion (33%) are fine with renting.

Most residents report experiencing issues with their neighborhood including the presence of abandoned buildings (53%), deteriorated buildings (59.5%), and poor maintenance (51%). Crime is a large concern (55%) as well as the danger posed by high traffic volumes and reckless driving (45%). Employment opportunities (43%) are also reported to be a major challenge with a lack of educational opportunities (16%) compounding these issues. Respondents also observe an insufficient level of neighborhood resources including a lack of parking places (41.5%), lack of grocery stores (27%), lack of open space (21%), lack of community space (21%), and insufficient retail stores (28.5%).

Community Listening Sessions

The Leviticus Fund, in partnership with Kevin Dwarka LLC and Pace Land Use Law Center conducted four community listening sessions in September 2020. Stakeholders, community organizers, the City, and others assisted in promoting the event online and through email distribution. Below is a record of the housing needs that residents raised during the sessions. Housing needs have been grouped into four topic areas: (1) Housing Conditions (2) Housing Affordability (3) Housing Supply and (4) Neighborhood Vitality

Housing Conditions

- Apartments may still have lead paint thereby creating a health concern for families.
- The quality of affordable housing matters. The condition can be inhumane.
- Some folks say we have plenty of affordable housing, but the quality of this housing is paramount.
- Some housing is still in need of mold and lead abatement.
- Newburgh is clear on the responsibility of landlords to meet inspection requirements. Unfortunately, code enforcement can lead to condemnation, thereby leaving people homeless.
- People often fail to report situations that are condemnable because they do not want to lose their home. Fear of losing one's home is a reality of high-cost burdens.
- Working with outside contractors is not good. Residents need to be more involved with any housing put up.
- There is a decline in a landlord's ability to find renters with an income level appropriate for a property they want to rent.
- Employed applicants attempting to lease available housing units may not make enough money to be a safe rental prospect to the landlord.

NEWBURGH HOUSING NEEDS ASSESSMENT

- Under the current way that housing courts work, landlords are restricted in dealing with people who do not pay their rent. These tenants may include residents who may be low-income, but they may not qualify for rental assistance.
- Tenants face repercussions from landlords because they complained about housing conditions.
- The City of Newburgh has a set of regulations that plumbing and electrical work be done by a limited supply of contractors.
- There are challenges around preservation and new development. We need to preserve housing units but the changing market dynamic in Hudson Valley is driving up sales and rental prices.
- Code enforcement is an issue.
- Property managers are disregarding the newly adopted tenant protection laws. These laws are in effect, but they need to be used effectively.
- Residents do not have sufficient access to the courts to address housing condition concerns.
- There is a disconnect between landlords and renters. With poverty, there is sometimes this perception that landlords only do the bare minimum with regard to maintenance and upkeep, justifying lower standards on the basis that the housing is cost assisted. With rental assistance, the landlord may actually be getting the equivalent of fair market value for the rent but not providing fair market amenities.
- It is difficult to get in touch with landlords.
- Landlords own properties but they do not live in Newburgh.
- Buildings have leaks that need to be patched up and faucets that need to be replaced.
- There is a need for extermination.
- It is hard to get a landlord to accept temporary assistance as payment for rent.
- Landlord refuses to make repairs on plumbing (frozen pipes).
- Tenants do not have a place to turn to for legal advice and do not qualify for the legal services that are provided for low-income residents.
- Newburgh does not really have tenant associations.
- We may have information and data via Building Blocks but there needs to be education to make sure the data leads to actual physical improvements.

Housing Affordability

- People renewed their leases and rents went up but that was not supposed to be done.
- A lot of people searching for housing experience financial troubles paying for the application fee and security deposits.
- It is hard for housing seekers to find one-bedroom apartments at the fair market rent that they can afford.
- Finding low-income housing is hard.
- Keeping up with high taxes creates a burden for both property owners and renters.
- High taxes lead to deterioration of housing conditions.
- Renovations can lead to existing tenants to be priced out of that unit. They are no longer eligible for them.
- Housing is expensive.
- So many people are applying for low-income housing, but they fail to qualify in terms of income requirements and then left with nothing.
- Landlords insist upon a certain level of income.
- The fee to fill out a housing application is a barrier.
- Landlords are not after evicting people, but they are after their rent.

NEWBURGH HOUSING NEEDS ASSESSMENT

- The housing market is hot and there is a drive for housing stock in our area right now.
- There is no easy path to go from being a renter to becoming a homeowner (like coops or land trusts) without incurring all the costs of homeownership.
- Real impediment to affordability and homeownership is property taxes which can be as high as the mortgage and make it harder to rent out at affordable levels.
- Because homes are being purchased and then rented out, rents are astronomical. People cannot afford even renting home.
- 1BRs are \$1200 and up.
- Rents are high. They are Westchester rents. I can get an apartment for \$1100, but it may not be quality housing.
- Rent is rising even in senior citizen homes.
- Rent is rising by \$45 with each renewal.
- Senior housing stops being senior housing, forcing seniors to have to move in with their children.
- There is a migration of folks coming from New York City, and that is who landlords want to rent today.
- The volumes of people moving up and having cash readily available is astonishing.
- Lower income, middle-income households are challenged in obtaining first time home.
- Income level have either stayed flat or declined, and yet the cost of housing rises with rising fees, taxes, burdens in terms of compliance with ever changing regulations, making for a more complicated more charged relationship with those who want housing and those that are supplying housing.
- Renters need to understand that the cost of maintenance is horrendous for landlords. Plumbing is the highest cost of maintaining properties, especially 100-year-old properties. A renter may be employed and not pay rent in spite of receiving federal assistance. The landlord still has to pay water, taxes, school taxes. Landlord meets these costs by using retirement income.
- There is a high cost of houses because of gentrification.
- Residents with housing vouchers have housing voucher units have faced astronomical rent increases.
- There is a long-standing issue with affordability and pushing people out of their homes.
- Public utility rates are rising in Hudson Valley.
- There are intimidation tactics in which landlords attempt eviction without due process. Legal services may not find a resolution.
- Even if you grew up in Newburgh your whole life, you cannot find an apartment.
- There is a cycle in which roads get fixed up, housing costs rise, and people who have been in the community for a while get pushed out.
- New management companies are taking over properties in Newburgh. They are making apartments affordable but requiring prospective tenants to make considerably more than the rent and have high credit score.
- There is a certain stigma attached to affordable housing that is hard for us to name. It makes it hard for us to have a broader policy conversation. There are various needs for affordable housing. We need a framework that lays out those needs.
- There is a wide gap between Orange County AMI and Newburgh's AMI.
- The restrictions and rules with low-income housing are problematic. If a resident of a low-income housing unit makes more money, they may end up being penalized by having to pay more.

NEWBURGH HOUSING NEEDS ASSESSMENT

- The way landlords evaluate credit position and the application fee are barriers to housing.
- Some can only afford to rent rooms rather than a whole apartment.
- Abuse directed toward undocumented community is atrocious – residents are being charged for utilities they are not even using.
- Landlords overcharge undocumented residents by demanding security deposit, first month rent, last month rent.

Housing Supply

- The lack of small affordable units makes it challenging for singles and couples.
- We also need 2/3 bedrooms as well.
- There is a need for homeownership and affordable homeownership. The state is proposing a new source for homeownership that could perhaps be used in Newburgh.
- There is a challenge of making housing accessible for seniors and homeowners.
- Rental units are needed.
- Aging in place is hard.
- There is a lack of housing stock.
- There is not enough low-income housing.
- The burden on meeting regional housing needs is on Newburgh.
- There is lack of transparency in trying to obtain affordable buildings from the City of Newburgh.
- The City's disposition of City-owned properties does not let residents invest in homes in the way that they can.
- There is confusion in the process of obtaining and upholding a City-owned property.
- There is an 18-month requirement for renovating a City-owned building once acquired by a resident. This renovation can be hundreds/thousands of dollars.
- Non-profit organizations do not pay taxes.

Neighborhood Vitality

- The physical condition of streets is getting better.
- The City of Newburgh is helpful with the land use approval process.
- There are challenges of finding property owners of vacant property. This has been a challenge with our scattered site development.
- Landlords may have multiple LLCs and have a lot of land. We need to know which LLCs are attached to which person. We need to know who is responsible for taking care of the housing stock.
- Homeowners have challenges in keeping up their homes (putting on a roof, painting, etc). The City is not offering sufficient support for renovation.
- We have missed the boat on ensuring diverse housing.
- Need better transportation for seniors, including ways for seniors to get out on Sundays and need better communication with seniors on infrastructure upgrades
- In the school district, we see a lot of children who are homeless. They have had to get up early in the morning to be bussed into Newburgh from outside areas. The impacts of homelessness on family and children have been incredible.
- People have been here for generations and now they cannot afford to live here. This is a social emotional aspect that we have to address when we talk about housing security. We need to focus more on children and families.
- As much as we need affordable housing and jobs, we need wrap around services.
- Grocery stores are too far away and hard to reach by public transportation.

NEWBURGH HOUSING NEEDS ASSESSMENT

- It is hard to get back and forth to Beacon.
- There is lots of turnover in the City of Newburgh.
- It is hard to get to employment opportunities through public transportation.
- There is no major corporate employer.
- There is not too much of a chance of people breaking into middle class, so you have to provide working class housing.
- We have to grapple with the legacy of urban renewal and segregation.
- Redlining is still happening and still going on.
- There is straight up discrimination in housing.
- Landlords refuse to rent to a single mother with low income.

The City of Newburgh

Throughout the year-long planning process, the City of Newburgh's Department of Planning & Development played an active role in helping the project team document housing needs by providing relevant documents, reviewing draft versions of the housing needs assessment, and connecting the project team to relevant department heads.

Newburgh City Council

Throughout the project, Newburgh's City Council was regularly informed of progress on the housing needs assessment and early versions of the Newburgh Housing Policy Framework. The project team conducted stakeholder interviews with most members of the Council. In addition, the project team appeared before Council at a work session held on April 8th. At this meeting, the preliminary policy themes, goals, and actions were presented to the Council with an invitation to them to provide further feedback and suggestions for improving the policy framework. The project team again appeared before Council on May 15th as part of a formal housing summit in which the Council Members reviewed the proposed housing policy actions and undertook an exercise in prioritizing them for future consideration.

The Newburgh Housing Coalition

The project team regularly attended the monthly housing coalition meetings, provided updates, made formal presentations, and collected feedback from coalition members on the plan's draft documents. The Coalition also played an active role in helping to distribute information from the Newburgh Housing Policy report to the broader community while also promoting the community listening sessions and housing needs survey.

Housing Stakeholders

Although the Newburgh Housing Coalition includes representation from a wide constellation of housing stakeholders, the project team also conducted extensive interviews with housing providers, both non-profit and private housing developers, community organizations, and representatives from Orange County. Two cycles of roundtables were held for housing stakeholders, one in August 2020 that was focused on housing needs assessment and a second cycle in March 2021 that was focused on reviewing draft housing policies. In addition, the project team attended special organizational meetings hosted by the Newburgh Strategic Economic Development Advisory Committee and the Newburgh Human Rights Commission.

SECTION III: EXISTING HOUSING POLICIES, PROGRAMS AND PROJECTS

This section summarizes some of the major policy frameworks, programs, and development projects that relate to housing in the City of Newburgh.

POLICIES AND REGULATIONS

Newburgh Comprehensive Plan (2008)

The housing section of the Plan-It Newburgh Sustainable Master Plan (the “Plan”) proposes solutions for a number of housing-related problems including weak housing infrastructure; absentee landlords; low homeownership rates; lack of affordability for low-income residents; stalled or nonexistent rehabilitation efforts for deteriorating structures; and lack of energy-efficient residential structures. The table below presents the Plan’s goals, targets, and strategies.

NEWBURGH PLAN-IT SUSTAINABLE MASTER PLAN HOUSING GOALS (2008)		
GOAL	TARGETS	STRATEGIES
#1: A continuum of housing opportunities, in terms of form, balance of ownership and rental and affordability will be provided and maintained to meet the present and future needs of residents. This continuum will include emergency and transitional housing, supportive housing, housing that meets the needs of individuals with all forms of mental, physical, and/or social special needs, public housing, affordable and market-rate housing.	<p>1. By 2009 the City will develop a ‘Continuum of Housing Plan’ which will be reviewed and revised every three years and, at minimum, will address the following:</p> <ul style="list-style-type: none"> -Current inventory of housing by affordability, type and scale. -Targets for ensuring on-going and continuing supply of varied housing options to meet the current and future needs of residents. <p>2. By 2010 the City will adopt a program which includes recommendations, incentives and requirements, to encourage development which addresses visitability and accessibility for the disabled.</p> <p>3. By 2016 no citizen of the city will be unsheltered except those individuals unsheltered by choice.</p> <p>4. A complete continuum of housing will be achieved by 2020.</p> <p>5. By 2020 approximately 10% of each census tract will contain permanent affordable and special needs housing opportunities.</p>	<p>1. Develop a Housing Consortium to assist in meeting the goals of the Continuum of Housing Plan, whereby the members of the consortium represent all levels of the Housing Continuum.</p> <p>2. Facilitate re-use of vacant, abandoned, tax delinquent and publicly owned properties to support the continuum of housing within areas designated for residential and/or mixed-use development. This shall include instances where land assemblages of City owned properties and residences on the market can be achieved.</p> <p>3. Provide assistance to interest groups, special needs groups, non-profit groups and the private sector to provide housing opportunities at each level of the housing continuum. Such assistance will include technical assistance, incentives and partnership arrangements.</p> <p>4. Develop an Accessibility/Visitability Program with input from the local design, construction and development community as well as members of the disabled community and their advocates that include required and recommended practices and incentives that are intended to improve access for individuals with disabilities.</p> <p>5. Seek educational programs and pursue grants that further efforts to meet the City’s continuum of housing needs.</p> <p>6. Advocate for continued supportive services provided by Orange County for individuals with special needs that place them at risk of homelessness.</p>

NEWBURGH HOUSING NEEDS ASSESSMENT

NEWBURGH PLAN-IT SUSTAINABLE MASTER PLAN HOUSING GOALS (2008)		
GOAL	TARGETS	STRATEGIES
		<p>7. Continue participating in the Orange County Continuum of Care Consortium.</p> <p>8. Explore the introduction of inclusionary zoning measures in larger development projects based on recommendations from the 'Continuum of Housing Plan'</p> <p>9. Promote the Fair Share Housing Doctrine to ensure equal access to housing opportunities is available throughout the city.</p>
#2: Newburgh's housing landscape supports the city's vision as a pedestrian friendly, livable, high quality and fully integrated community which is in harmony with the natural and cultural environment.	<p>1. By 2011 the size and number of zoning districts is balanced to accommodate all types of land use, including mixed-use development.</p> <p>2. By 2012 the City will develop a transportation plan that supports the city's vision for integrated neighborhoods by providing a variety of options regarding modes of transportation.</p>	<p>1. Encourage a variety of housing and mixed-use developments that aims to establish a balance between regional and community needs.</p> <p>2. Provide flexible zoning and land use ordinances that support a walkable, livable, high quality and fully integrated community (i.e., smart growth, new urbanism and sustainability principles). These modifications shall follow the adoption of the land use plan.</p> <p>3. Encourage development that efficiently uses sewer, water, transportation and all other infrastructure.</p> <p>4. Promote mixed use development to increase opportunities for working at home, living close to work and to encourage walking and cycling for local travel needs.</p> <p>5. Develop strategies that enable the housing landscape to maximize the protection and enhancement of the natural environment.</p>
#3. The existing stock of housing will be conserved, maintained, replenished and expanded. New housing supply will be encouraged through intensification and infill that is consistent with this Plan and architecturally	<p>1. The future land-use plan in 2009 shall assess where residential development can be accommodated at increased densities in appropriate areas.</p> <p>2. The 2010 Census reflects the upward population trend experienced</p>	<p>1. Areas for mid to high density infill development are identified based on their proximity to the Broadway Corridor and ability to bring vitality to the business district.</p> <p>2. Develop a comprehensive historic preservation strategy to address the economic, educational and housing impact of historic preservation.</p>

NEWBURGH HOUSING NEEDS ASSESSMENT

NEWBURGH PLAN-IT SUSTAINABLE MASTER PLAN HOUSING GOALS (2008)		
GOAL	TARGETS	STRATEGIES
sensitive to the surrounding environs.	<p>in 1990 and 2000, signifying increased investment in the City of Newburgh.</p> <p>3. By 2014 the number of vacant residential buildings in the City will be reduced by 75% from end of the year 2007 figures.</p>	<p>3. Revisit and, if appropriate, redefine the boundaries of the historic district in order to reassess properties and neighborhoods.</p> <p>4. Provide support for rehabilitation of homes in the Historic District by marketing the New York State Historic Homeownership Tax Credit program</p> <p>5. Ensure the maintenance and rehabilitation of existing housing stock through the enforcement of the City of Newburgh Zoning Ordinance. This shall not preclude the demolition of existing housing that has deteriorated to the point where it represents an irremediable safety or fire hazard.</p> <p>6. Create a "Youth Build Newburgh Campaign" to partner Newburgh's most at risk youth population with the trade unions to fast track their education and mentoring in the trade occupations.</p> <p>7. Develop innovative ownership alternatives to fee-simple homeownership and for-profit rentals, such as community land trusts, limited-equity condominiums and cooperatives.</p> <p>8. Encourage organizations to start home rehabilitation programs to combat abandoned and neglected property issues.</p>
#4: Harmonious uses are permitted within the city to increase efficiency and affordability for people to redevelop property consistent with the intent of this plan.	<p>1. By 2010 the zoning ordinance and other city land use regulations have been revised to facilitate rehabilitation of housing and other buildings.</p> <p>2. By 2008 design guidelines for the City's Historic and Waterfront Districts have been drafted and adopted.</p> <p>3. By 2008 the city's development approvals process is coordinated and explicit in order to facilitate construction efforts in the City.</p>	<p>1. Flexible codes and a more efficient permit process promote affordable housing and the redevelopment of historic properties.</p> <p>2. Revise zoning to support the subdivision of units that may cause economic hardship as solely single-family homes.</p> <p>3. Amend zoning to encourage consideration of a mix of housing types, density, and scale.</p> <p>4. Develop educational tools for property owners within the Historic District to understand the economic value of historic preservation and the approvals process involved in the rehabilitation of historic properties.</p> <p>5. Implement an educational and outreach program for property owners to understand and navigate the public approvals process (i.e., Architectural Review Commission, Zoning Board of Appeals).</p>

NEWBURGH HOUSING NEEDS ASSESSMENT

NEWBURGH PLAN-IT SUSTAINABLE MASTER PLAN HOUSING GOALS (2008)		
GOAL	TARGETS	STRATEGIES
#5: Assure long-term availability of affordable housing opportunities.	1. By 2010 the City has explored adopting affordable housing provisions into the ordinance which will establish a mechanism for creating and supporting permanently affordable housing opportunities.	<p>1. Take action to create housing units that are permanently affordable through the support of a Community Land Trust, cooperative housing, and other forms of local ownership.</p> <p>2. City owned properties, and properties that have been returned to the City by people who have failed to renovate the properties (the ‘reverters’) can be transferred to the Community Land Trust and other housing organizations to provide the housing units needed for permanent affordability.</p> <p>3. Explore options and create housing units that are permanently affordable through the use of methods including but not limited to inclusionary zoning ordinances, Community Land Trust, cooperative housing and other forms of local ownership.</p> <p>4. Assist non-profit housing providers to locate and acquire housing in neighborhoods where affordable housing is limited.</p>
#6: Empower residents to purchase and retain private market homes.	1. By 2040 70% of all single-family housing units will be owner occupied; 60% of all two-family homes will be owner occupied; 50 % of all three and four family dwellings will be owner occupied.	<p>1. Support home ownership for the working poor through programs in higher education and job creation that increases individual income.</p> <p>2. Provide incentives for existing landlords to implement rent to own programs for their tenants.</p> <p>3. Support a program in coordination with private and public employers to encourage employees to purchase homes in the city through grants, mortgage assistance program, or the sale of city properties (i.e., to St. Luke’s Hospital & Mount St. Mary’s homebuyer assistance program).</p> <p>4. Provide financial and technical support for the renovation of both rental housing and owner-occupied homes for income eligible residents.</p> <p>5. Expand the availability of Spanish language information about housing policy, programs, and opportunities.</p> <p>6. Build the capacity of nonprofit organizations engaged in housing and related services and/or community development through investments targeted at increasing their financial or professional capacity.</p>

NEWBURGH HOUSING NEEDS ASSESSMENT

NEWBURGH PLAN-IT SUSTAINABLE MASTER PLAN HOUSING GOALS (2008)		
GOAL	TARGETS	STRATEGIES
#7: All residents of Newburgh have safe, energy efficient homes that support preservation and sustainability of public health and the environment.	<p>1. By 2011 the City will adopt a program which includes requirements, recommendations and incentives to encourage the development of 'green' buildings.</p> <p>2. By 2015 the number of health and safety code violations pertaining to residential housing will be reduced by 10 compared to the number of violations in 2006.</p> <p>3. By 2015 the City of Newburgh will be recognized nationally as a city which integrates green building design principles with historic preservation.</p> <p>4. By 2020 the amount of fossil fuel consumed for residential heating in the City of Newburgh will be reduced by 20%.</p>	<p>1. A Green Building Program will be developed with input from the local design, construction and development community. The Program will include required and recommended practices and incentives that are intended to reduce life-cycle environmental impacts associated with the construction and operation of residential, commercial and municipal developments and major renovation projects in the city.</p> <p>2. Support the use of HOME, low-income housing tax credits and other applicable programs to stimulate rehabilitation of housing that are currently in a substandard condition.</p> <p>3. Work with private financial institutions to implement programs for Energy-Efficient Mortgages and Location – Efficient Mortgages encouraging homeowners to save energy and reduce commuting costs where possible.</p> <p>4. Implement an educational and outreach program to encourage energy efficiency practices. This will include the promoting of a shift to sustainable construction and development through leadership and partnerships.</p>
#8: Encourage and support housing development through a coordinated effort from all levels of government which implements a range of strategies including effective taxation, regulation, administrative policies and incentives.	<p>1. Recognizing housing as a regional issue, by 2011 the City will present the 'Continuum of Housing Plan' to the County to facilitate discussion regarding regional housing issues and enable the city to meet the goals of this plan.</p>	<p>1. Advocate for the establishment of an inter-municipal task force to develop joint policies and initiatives which address the housing needs of the area.</p> <p>2. Assist the County in the coordination of the Inter-municipal Task Force as a forum for sharing information on local housing strategies, identifying potential conflicts and developing ways to ensure that local housing plans effectively address current and future housing needs.</p> <p>3. Advocate for the development of a fair share housing strategy that supports the city's ability to meet the goals of this plan.</p> <p>4. Identify ways to work cooperatively with the County to deconcentrate low-income housing and help families move from subsidized housing to non-subsidized housing.</p>

Newburgh Zoning Code

Newburgh is made up of 12 traditional or form-based zoning districts, all of which govern land use development in the city, and 4 overlay districts. As noted in the tables below, almost all of the traditional and form-based districts permit residential usage, and all four of the overlay districts exist at least partially on top of traditional or form-based districts where residential use is permitted.

NEWBURGH HOUSING NEEDS ASSESSMENT

Zoning Districts in Newburgh		
Zoning Code	Summary Description of Zoning Code	Residential Uses Permitted
Traditional zoning districts		
R-1	Single-Family District	Yes
R-Low	Residential - Low-Density	Yes
R-Med	Residential - Medium-Density	Yes
R-High	Residential - High-Density	Yes
PO	Planned Office District	?
CD	Commercial District	Yes
CDD	Conservation Development District	Yes
IND	Industrial District	No
Form-based districts		
BC	Broadway Corridor	Yes
DN	Downtown Neighborhood	Yes
WG	Waterfront Gateway	Yes
PWD	Planned Waterfront District	Yes
Overlay districts		
EEH	East End Historic District Overlay	Yes
CTA	Colonial Terraces Architectural Design District Overlay	Yes
WPO	Waterfront Protection Overlay	Yes
NC	Neighborhood Commercial Overlay	Yes

Source: City of Newburgh Zoning Code

NEWBURGH HOUSING NEEDS ASSESSMENT

Types of Housing Permitted

Presented below are the types of housing units that are permitted in the Newburgh zoning districts permitting residential use.

Type of Housing Units Permitted in Newburgh Zoning Districts											
Residential Use	R-1	R-Low	R-Med	R-High	CD	NC	CDD	BC	DN	WG	PWD
Apartment house			P*	P		P*	P*	P	P*	P*	P*
Four-family dwelling			P	P*		P*	P*	P	P*	P*	P*
Two- or three-family dwelling		P*	P	P			P*	P	P	P*	P*
Row or attached dwelling (townhome)		P*	P				P*		P	P*	P*
Two-family detached dwelling		P*	P	P			P*		P	P*	
One-family detached dwelling	P	P*	P	P			P*		P	P*	P*
Residential care facility			S	S			P*	P	P	P*	P*
Cooperative house		P	P	P				P	P	P*	P*
Accessory apartment	A;S	A	A	A							
Bed-and-breakfast		A;S	A;S	A;S			A;S	A;S	A;S	A;S	A;S
Short-term in-home lodging	A;S	A	A	A			A;S	A	A	A	
Boardinghouse		S	S								
Customary home occupation		A;S	A;S	A;S			A;S	A;S	A;S	A;S	A;S
Rooming house					S			S	S	S	S
Mixed use with residential			P*	P*				P*	P*	P*	P*
Live/work			P*	P*				P*	P*	P*	P*

Note: P stands for permitted; P* stands for permitted, subject to plan review; S stands for permitted by special use permit; A stands for permitted as a use accessory.

NEWBURGH HOUSING NEEDS ASSESSMENT

Dimensional Standards for Single Family and Low-Density Residential Districts

The table below summarizes the dimensional standards for residential development within Newburgh's Single-Family District (R-1) and Low-Density Residential District (R-Low):

Newburgh R-1, R-Low Districts: Schedule of Bulk, Area and Parking Regulations											
Use	Use Type	Min. Area Lot (ft²)	Min. Lot Width (ft.)	Min. Lot Depth (ft.)	Min. Front Yard (ft.)	Min. Side Yard Each (ft.)	Min. Rear Yard (ft.)	Max. Height (stories)	Max. Height (ft.)	Max. Lot Coverage (%)	Off-Street Parking Required (number of spaces)
One-family detached dwelling; two- or three-family dwelling (new construction)	P*	2,500	25	95	15	10	20	3	40	30%	2 per dwelling unit
Row or attached townhouse	P	2,500	25	95	10	5	20	3	40	40%	1 per dwelling unit
Two- or three-family dwelling within a preexisting building	P*	2,500	25	95	15	10	20	3	40	30%	2 per dwelling unit
Residential care facility	S	2,500	25	95	10	5	20	3	40	30%	Determined by Planning Board
Cooperative house	P	2,500	25	95	15	10	20	3	40	30%	2 per 3 bedrooms or portion thereof
Bed-and-breakfast	A;S	2,500	25	95	10	5	20	3	40	30%	1 per guest room; 1 for dwelling unit
Boardinghouse	S	3,500	30	80	10	5	20	3	40	40%	2 per 3 bedrooms or portion thereof
Home occupation/home professional office	A;S	2,500	25	95	15	10	20	3	40	30%	Dwelling unit requirement plus 1 per nonresident employee

Note: P stands for permitted; P* stands for permitted, subject to plan review; S stands for permitted by special use permit; A stands for permitted as a use accessory.

NEWBURGH HOUSING NEEDS ASSESSMENT

Dimensional Standards for Medium-Density Residential District

The table below summarizes the dimensional standards for residential development within Newburgh's Medium-Density Residential District (R-Med):

Newburgh R-Med District: Schedule of Bulk, Area and Parking Regulations											
Use	Use Type	Min. Area Lot (ft ²)	Min. Lot Width (ft.)	Min. Lot Depth (ft.)	Min. Front Yard (ft.)	Min. Side Yard Each (ft.)	Min. Rear Yard (ft.)	Max. Height (stories)	Max. Height (ft.)	Max. Lot Coverage (%)	Off-Street Parking Required (number of spaces)
Apartment house	P*	1,800 per dwelling unit	45	80	10	10	20	4	45	50%	0.75 per bedroom
One-family detached dwelling; two- or three-family dwelling (new construction)	P	2,500	25	95	10	5	20	3	40	30%	2 per dwelling unit
Row or attached townhouse	P	2,500	25	95	10	5	20	3	40	40%	1 per dwelling unit
Two-, three-, or four-family dwelling within a preexisting building	P	2,500	25	95	10	5	20	3	40	30%	1 per dwelling unit
Residential care facility	S	2,500	25	95	10	5	20	3	40	30%	As determined by Planning Board
Cooperative house	P	2,500	25	95	10	5	20	3	40	30%	2 per 3 bedrooms or portion thereof
Bed-and-breakfast	A;S	2,500	25	95	10	5	20	3	40	30%	1 per guest room; 1 for dwelling unit
Boardinghouse	S	3,500	30	80	10	5	20	3	40	40%	2 per 3 bedrooms or portion thereof
Home occupation/home professional office	A;S	2,500	25	95	10	5	20	3	40	30%	Dwelling unit requirement plus 1 per nonresident employee
Live/work	P*	2,500	25	95	10	5	20	3	40	40%	2
Nursing home	S	15,000	100	150	0	10	20	6	60	55%	1 per 4 beds, or as determined by City Planning Board

Note: P stands for permitted; P* stands for permitted, subject to plan review; S stands for permitted by special use permit; A stands for permitted as a use accessory.

NEWBURGH HOUSING NEEDS ASSESSMENT

Dimensional Standards for High-Density Residential District

The table below summarizes the dimensional standards for residential development within Newburgh's High-Density Residential District (R-High):

Newburgh R-High District: Schedule of Bulk, Area and Parking Regulations											
Use	Use Type	Min. Area Lot (ft²)	Min. Lot Width (ft.)	Min. Lot Depth (ft.)	Min. Front Yard (ft.)	Side Yard Each (ft.)	Min. Rear Yard (ft.)	Max. Height (stories)	Max. Height (ft.)	Max. Lot Coverage (%)	Off-Street Parking Spaces Required
Apartment house	P	500/unit	30	70	0	10	20	6	60	55%	0.75 per bedroom
Two-, three-, or four-family dwelling within a preexisting building	P	2K	20	70	0	5	20	4	45	55%	As determined by City Planning Board
One-family detached dwelling; two- or three-family dwelling (new construction)	P	2K	20	70	0	5	20	3.5	45	55%	None
Residential care facility	S	2K	20	70	0	5	20	4	45	55%	0.33 per bedroom (or as determined by City Planning Board)
Cooperative house	P	2K	20	70	0	5	20	4	45	55%	None
Bed-and-breakfast	A;S	2K	20	70	0	5	20	4	45	55%	1 space per guest room (in addition to those required for dwelling unit)
Home occupation/home professional office	A;S	2K	20	70	0	5	20	4	45	55%	0.33 per nonresident employee, in addition to dwelling unit requirement
Live/work	P*	2K	20	70	0	5	20	4	45	55%	2
Hotel/motel	P*/P	7.5K	75	100	0	20	20	4	45	60%	1.0 per room, plus parking for accessory uses
Nursing home	S	15K	100	150	0	10	20	6	60	55%	1 per 4 patient beds, or as determined by City Planning Board

Newburgh Fair Housing Policy

The City of Newburgh does not have an updated fair housing law or a system for enforcing local, state, or federal fair housing laws. Adopted in 1983, Section 38 of the Newburgh City Code establishes a city policy for providing fair housing. The code renders unlawful discriminatory practices on the basis of race, color, religion, sex, or national origin. However, the code does not reflect the evolution of federal and state fair

housing laws to include a wide spectrum of protections that render illegal discrimination based upon the above factors but also other ones including family status (children under 18 in a household), disability (mental or physical), creed, age, sexual orientation, marital status, military status, gender identity or expression, and source of income.

In 1991, Newburgh's City Council established the Human Rights Commission. The Commission does not maintain a dedicated office within the City of Newburgh, investigate complaints, conciliate or mediate cases.

PROGRAMS

Social Service Programs

The City of Newburgh does not provide direct social services. Instead, services are largely provided largely from non-profit organizations, often in coordination with Orange County Social Services Department. However, City of Newburgh residents form a significant proportion of the social service clients in Orange County. Moreover, the City of Newburgh is eligible as an entitlement community for federal funding programs such as the Community Development Block Grant or monies disbursed under the CARES Act. Service providers in Newburgh include:

- Orange County's Economic Independence Division: provides financial assistance to families and individuals through a range of programs including Medicaid, SNAP, Temporary Assistance, and Home Energy Assistance Program.
- Orange County Social Services Department: provides childcare assistance to low-income parents receiving public assistance
- Catholic Charities: provides case management services, substance abuse counseling, and mental health services at its Newburgh clinic.
- Newburgh Interfaith Project Life: provides case management and childcare for clients in transitional housing as well as clients who have transitioned into permanent housing through the Rapid Rehousing program.
- Cornerstone Family Healthcare: provides healthcare to patients regardless of their ability to pay.
- Newburgh Ministries: provides case management services to clients housed at Winterhaven homeless shelter; provides peer coaching to help low-income individuals and families build economic resiliency through the Fragile Economies Project supported by the Empire State Poverty Reduction Initiative; operates mobile medical services in partnership with Cornerstone Family Medical Center; operates a hospitality center providing counseling, daycare services, and phone access.
- Independent Living / Independent Home Care: provides supports and services to individuals and families including physical health, mental health, substance use disorder, and developmental challenges.

NEWBURGH HOUSING NEEDS ASSESSMENT

- Fearless Hudson Valley: aids victims and survivors of interpersonal violence, human trafficking and sexual violence, and other types of crime victimization.
- RECAP: provides wide range of social services including assistance securing public benefits; obtaining personal documents; managing re-entry of formerly incarcerated persons into society; and operates a youth anti-violence program. Also provides employment support and training including resume writing, job readiness and training, post-employment services, and job development.
- Safe Harbors of the Hudson: provides supportive services to tenants of a supportive housing project on Broadway.

Homeless Programs

The City of Newburgh's homeless population can access housing through Orange County's Department of Social Services and a network of several non-profit organizations. Services include:

- The Housing Resource Center: A collaborative effort of the Orange County Department of Social Services and Catholic Charities of Orange, Sullivan, and Ulster. the Center helps people experiencing an emergency housing situation locate housing options and manages an after-hours hotline.
- Newburgh Interfaith Project Life: Operator of transitional housing shelter and permanent housing (184 First Street) for low-income single parents with one child; assistance in placing clients in permanent housing through Rapid Rehousing Program.
- Newburgh Ministries: Operator of the 19-bed Winterhaven transitional housing facility (9 Johnston Street) and a 31-bed warming station (104 South Lander Street) that is owned by the City of Newburgh; there are no other warming stations are located within the City of Newburgh.
- Perfect Room RJR LLC: Single-room occupancy hotel (222 Broadway)

Newburgh's homeless facilities have reached capacity. When there is not room at an available shelter, Orange County will opt to place a homeless individual in a motel. Expanding the total number of beds in Newburgh as well as an expansion of the Rapid Rehousing program could help reduce the number of unsheltered people in the City and permanently end the cycle of homelessness experienced by the City's most vulnerable populations.

Eviction Prevention Programs

One of the greatest contributors to homelessness is the eviction of a tenant who lacks the financial resources and personal relationships to find alternative shelter upon the loss of a home. The anticipated suspension of COVID-related moratoriums on eviction claims is widely expected to introduce a new set of vulnerabilities for low-income residents unable to pay their rent. Three pathways to preventing eviction are (1) financial counseling (2) rental assistance and (3) legal representation.

Newburgh Ministries provides financial counseling through the Fragile Economies Project. However, there is no other client-based eviction prevention program provided within the City of Newburgh. The

NEWBURGH HOUSING NEEDS ASSESSMENT

Newburgh Housing Authority does not provide a Family Self-Sufficiency Program, a federally funded program that is aimed at removing dependency on public assistance as well as averting evictions.

Rental assistance is provided by Orange County Department of Social Service. The recent award of \$500,000 to the City of Newburgh under the CARES Act includes money for rental assistance to prevent eviction and homelessness.

Legal representation and mediation services for tenants facing an eviction claim is provided by the non-profit organization Legal Services of Hudson Valley. However, the organization's services are limited in scope due to capacity constraints. No other organization in Newburgh provides free legal representation or mediation services in an eviction claim.

Housing Choice Voucher Program

Newburgh Housing Authority manages the Housing Choice Voucher Program. This program provides housing assistance to eligible low- and moderate-income families. This program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each tenant's monthly rent. This subsidy is paid directly and promptly to the property owner on a monthly basis. Any type of private rental housing that meets applicable health, safety and habitability standards is eligible. Single-family dwellings, high-rise buildings, townhouses, and congregate housing units are eligible.

Newburgh Housing Authority calculates the amount of assistance each family receives. The level of assistance is based on family size and income. A family is expected to pay approximately thirty (30) percent of its income towards rent. When a family finds a unit and signs a lease, the Newburgh Housing Authority signs a Housing Assistance Payments Contract with the owner. Each month the Newburgh Housing Authority makes housing assistance payments directly to the owner. Vouchers may be used in the City of Newburgh, the Town of Newburgh, and parts of New Windsor.

Community Capital Affordable Housing Remediation Fund

In 2015, in order to encourage developers to invest more readily in building remediation in Newburgh, Community Capital New York, through their Feasibility Fund and in partnership with the City of Newburgh and the Newburgh Land Bank, launched a Remediation Fund. The Fund's first initiative was to provide loans of up to \$5,000 to developers to put towards the costs of lead and asbestos inspections for residential properties in need of rehabilitation. If the inspections found that rehabilitation of the property would be financially infeasible, the loan would be forgiven; if the inspections find that rehabilitation of the property for the purpose of developing affordable residential units is feasible, then developers would repay the loan at the close of construction financing.

The second initiative of the Remediation Fund was its Remediation Grants, which would be given to buildings found after inspections to not be economically viable but still structurally or culturally important to area redevelopment. The maximum amount for remediation grants would be determined by Community Capital, in consultation with community leaders. Properties eligible for loans or grants were those located in an area bounded by South Street, Broadway, Liberty Street, or Carpenter Street; priority will be given to properties on North Miller Street, Lutheran Street, and Lander Street. All affordable housing units developed with the help of the Remediation Fund would be reserved for households at or below 80% AMI.

In order to ensure not only adequate funding but also adequate experience in the realm of affordable housing development, the initiative partnered with both private and non-profit organizations. Its lead sponsor was J.P. Morgan Chase & Co. Other participating sponsors include Walden Savings Bank, Orange County Trust Company, Hudson Valley Federal Credit Union, KeyBank, M&T Bank, and TD Charitable Foundation.

PROJECTS

Alembic's 2 Montgomery Street Proposal

In response to a 2017 RFP released by Newburgh's Department of Planning and Development, Alembic Community Development proposed a plan to transform the 1.8-acre vacant parcel at 2 Montgomery Street into a residential and commercial space comprising: 84 mixed-income residential units with rents ranging from \$972 to \$3,143 per month, 56 supportive housing units with rents ranging from \$190 to \$380 per month, 18,690 square feet of commercial space (for storefronts, etc.), and rooftop gardens.

The plan also proposed restoration of the Dutch Reformed Church at 132 Grand St. in order to ultimately repurpose it as some sort of community space, as well as the rehabilitation of the long-dilapidated City Club at 120 Grand St., which would then be used as both a commercial and residential space, housing eight apartments on its upper level.

The 84 mixed-income residential units at 2 Montgomery Street were to be reserved for households earning between \$53,922 per year and \$122,980 per year, and were to be a mix of studios, one-bedrooms, two-bedrooms, and three-bedrooms. The supportive housing units were to be reserved for those in more dire need of housing and support.

In order to fund the \$70 million project, Alembic planned to partner with an assortment of federal and state programs for middle-income and low-income housing and would potentially seek a PILOT agreement starting at \$300,000 a year and rising 2 percent annually. In October 2018, Newburgh City Council voted to terminate Alembic's proposal.

Wireworks Building (109 South William Street)

The former spring factory located at 109 South William Street was purchased by the City of Newburgh in 2017. The City then put out an RFP to redevelop and repurpose the vacant building. In April 2018, Newburgh selected a proposal from BOM Newburgh LLC, a collaboration between Baxter Building Corp., 'Wichcraft co-founder Sisha Ortúzar, and design and architecture studio Mapos. The proposal outlines a \$2.7 million project that intends to turn 109 South William Street into a mixed-use building with seven bi-level loft apartments; two live/work artist studios; a 2,500 square foot commercial space for both retail and restaurant uses; an adjacent 675 square foot space that opens onto an exterior courtyard; and the BEAHIVE Newburgh, a shared community workspace with rentable suites and offices.

Mill Street Housing Mid-Broadway Project

In 2012, Newburgh approved a plan by Magnusson Architecture and Planning (MAP) on behalf of Mill Street Partners to construct 91 affordable housing units in a vacant city-owned property on Mid-Broadway. The units were to be a mix of studios, one-bedrooms, two-bedrooms, and three-bedrooms, while the ground floor of the structure was to contain office spaces and 14,000 square feet of retail space. The building was also to house a number of green initiatives, such as solar panels and a high-efficiency HVAC system. Mired in administrative delays and litigation, the project has not moved forward.

RUPCO Newburgh Progress

In March 2019, RUPCO, in partnership with Blacc Vanilla Community Foundation, Bridges of New York, Center of Creative Education, Habitat for Humanity of Greater Newburgh, and the Newburgh Community Land Bank, announced Newburgh Progress, an initiative to develop, through a mixture of new construction and revitalization of existing historic structures, 62 affordable housing units. The units are planned to be developed at 24 different Newburgh addresses in the historic East End district, in a four-block radius of Broadway, South Street, DuBois Street, and Grand Street.

Fifteen of these apartments would be reserved for households making 30% AMI; 26 would be reserved for households making 50% AMI; 10 would be reserved for those making 60% AMI; and 10 would be reserved for those making 60-70% AMI.

This initiative also aims to target and enhance community wealth-building by rehabilitating the former First United Methodist Church for community usage and by transforming a vacant school building into a community center offering job training, daycare, and community services and events. The project is expected to generate 217 construction jobs during its development and 12 permanent jobs upon its completion.

SECTION IV: SUMMARY OF HOUSING NEEDS

Based on the information presented in the preceding sections, the project team identified three core kinds of interlocking housing needs: Equity, Livability, and Vitality. These three types of needs were designated as the building blocks for drafting new housing policies, actions, and implementation steps.

EQUITY NEEDS

The quantitative data on housing cost burden levels in tandem with information collected from residents through the survey and community listening sessions highlights the degree to which housing affordability is a major concern for many residents. The escalation of housing values and rents both before and during the Covid-19 pandemic have led many residents to fear that they will be displaced from their homes as a result of market pressures and the acquisition of the housing stock by newcomers and outside investors. Meanwhile, demographic data shows significant racial disparities with regard to income levels and levels of homeownership. These disparities are further compounded by the relatively limited supply of multifamily and affordable housing in Orange County, thereby creating broader spatial patterns of racial segregation with far-reaching impacts not only on housing access but also job opportunities and economic mobility. Although renters face an especially high level of challenge in finding and maintaining affordable housing, Newburgh's homeowners are also cost burdened in part because of property taxes. Given the continuing financial strain that Newburgh residents are experiencing with housing costs, a greater supply of affordable housing alongside social services, homelessness prevention, eviction prevention, and fair housing enforcement would help heal some of the enduring inequities and racial disparities that have persisted for decades. Meanwhile, proactive efforts toward diversifying and strengthening the City's tax base are essential in order to ensure that existing homeowners are not unduly burdened while also creating new pathways for local residents to become homeowners.

LIVABILITY NEEDS

In recent years, many distressed residential buildings in Newburgh have been rehabilitated and placed back into productive use as a result of redevelopment strategies undertaken by the City of Newburgh, the Newburgh Land Bank, Habit for Humanity, and RUPCO. However, the information collected from the City, stakeholder interviews, and residents suggests that habitability issues are persisting for much of Newburgh's aging housing stock. The City's efforts to improve code enforcement procedures merit continuation and expansion alongside new programs and coordination efforts that will incentivize both tenants and landlords to work collaboratively on the physical improvement of buildings.

VITALITY NEEDS

The housing needs assessment revealed the importance of linking housing policy reform with broader economic development and neighborhood revitalization initiatives. While housing cost burdens are driven in part by rising rental costs and property tax burdens, relatively low-income levels and multi-generational poverty have made it difficult for many residents to pay market rents or build wealth through homeownership. The absence of a coordinated strategy aimed at increase tax revenue from commercial development places an increased burden on residential property owners and makes homeownership more elusive for long-time renters. Advancing strategies for redeveloping Newburgh's underutilized commercial properties and devising new pathways toward affordable homeownership could help improve the vitality of the City's neighborhoods while also strengthening residents' shared sense of community, inclusion, and opportunity.



NEWBURGH HOUSING REPORT

WORKING PAPER II: HOUSING POLICY FRAMEWORK

JUNE 4TH, 2021



LEVITICUS FUND

Faith Capital For Building Communities



Kevin Dwarka LLC
Land Use & Economic Consulting



LAND USE
LAW CENTER
PACE LAW SCHOOL

ACKNOWLEDGMENTS

The Newburgh Housing Report is a multi-disciplinary planning initiative aimed at evaluating current housing needs in the City of Newburgh and stimulating new thinking about the city’s long-term housing policies. The report was completed thanks to a generous grant from the JP Morgan Chase Foundation and managed by a not-for-profit community development loan fund, the Leviticus 25:23 Alternative Fund (“Leviticus Fund”).

Kevin Dwarka LLC, a land use and economic consulting practice in New York City, was engaged to lead the technical aspects of the report with additional policy expertise and community engagement services provided by Pace Land Use Law Center.

This project would not have been possible without ongoing guidance from the City of Newburgh’s Department of Planning & Development, the Newburgh City Council, Newburgh Housing Coalition, and most importantly, the residents of Newburgh.

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Table of Contents

INTRODUCTION	3
STRUCTURE OF THE POLICY FRAMEWORK.....	3
POLICY THEMES	4
EQUITY	4
LIVABILITY	4
VITALITY	5
POLICY GOALS.....	5
POLICY ACTIONS	5
POLICY THEME I: EQUITY.....	5
GOAL 1A: PREVENT HOUSING DISCRIMINATION, RACIAL SEGREGATION, AND DISPLACEMENT.....	5
GOAL 1B: PREVENT HOMELESSNESS.....	6
GOAL 1C: REDUCE HOUSING COSTS	7
GOAL 1D: PRESERVE AND EXPAND AFFORDABLE HOUSING SUPPLY	8
POLICY THEME II: LIVABILITY	9
GOAL 2A: REFORM CODE ENFORCEMENT PROCESS	9
GOAL 2B: HELP BUILDING OWNERS REHAB THEIR BUILDINGS.....	11
GOAL 2C: INVOLVE TENANTS IN IMPROVING HOUSING CONDITIONS.....	11
POLICY THEME III: VITALITY	12
GOAL 3A: LINK HOUSING POLICY TO ECONOMIC DEVELOPMENT	12
GOAL 3B: IMPROVE HOMEOWNERSHIP OPPORTUNITIES.....	13
GOAL 3C: IMPROVE COMMUNITY CONNECTIONS	14

INTRODUCTION

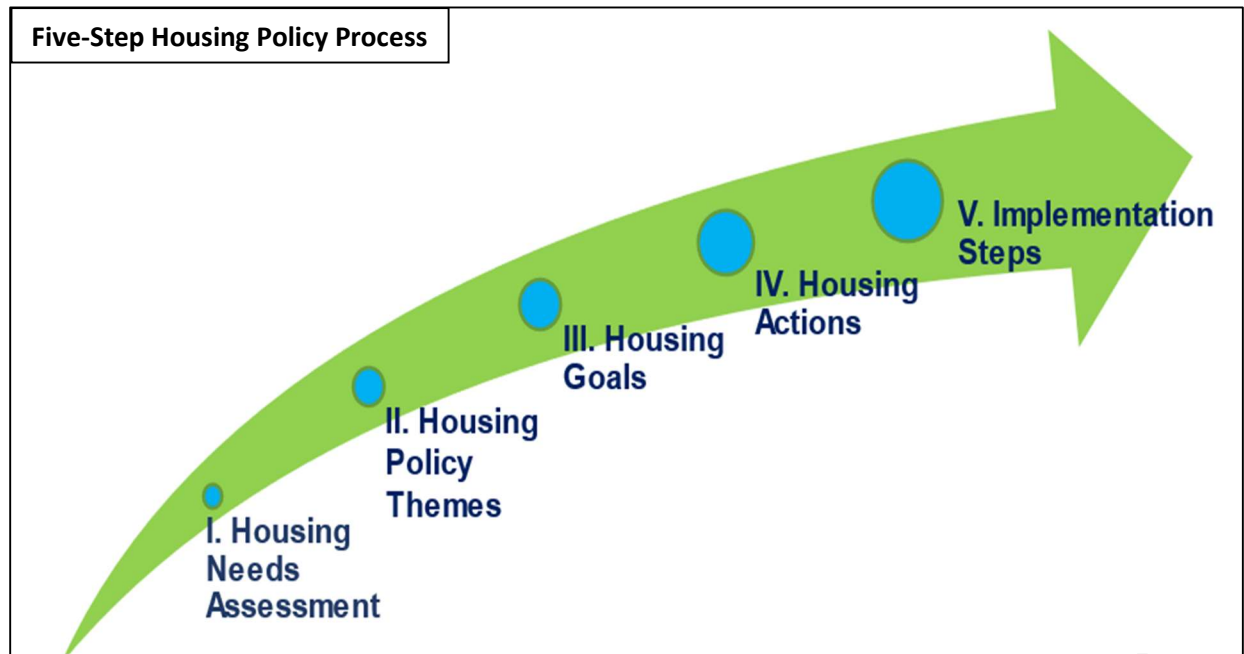
As the second of two working papers comprising the Newburgh Housing Report, this document outlines policy themes, goals, and actions that could potentially shape the City of Newburgh's long-term strategy for meeting local housing needs. This document is supported by three appendices:

- **Appendix A** offers a plan for implementing the proposed actions in three phasing sequences.
- **Appendix B** presents a selection of case studies and best practices that can help guide the transformation of the proposed actions into concrete programmatic, regulatory, and operational changes.
- **Appendix C** represents a dynamic, in-progress, implementation tracker that the City's housing stakeholders are invited to use as an editable tool for refining implementation steps, assigning responsible parties, identifying funding opportunities, and tracking progress on key actions.

This outline follows the completion of Working Paper I, an extensive housing needs assessment that included a review of existing housing policies, programs, and projects; presentation of demographic, housing, and economic trends; and a summary of the community engagement process. That analysis revealed the importance of advancing policy changes that ensure social equity, promote livability, and advance vitality.

STRUCTURE OF THE POLICY FRAMEWORK

The graphic below illustrates the five-step process that defines the formation and implementation of the policy framework. As mentioned above, the project team began the policy-making process by conducting a comprehensive housing needs assessment. The findings, both qualitative and quantitative, from this assessment were then used to define three core policy themes. Within each theme, a set of housing goals were developed and refined with extensive input from residents and housing stakeholders. Concrete actions were then attached to each goal. The policy themes, goals, and actions were drafted to serve as the housing element of the City's comprehensive plan. The specific steps required to implement the actions are presented in Appendix C. It is expected that these implementation steps will continue to be refined by the City's leadership in lockstep with its diverse housing stakeholders and ongoing community input.



POLICY THEMES

The housing needs assessment suggested the need for policies organized into three interlocking themes: Vitality, Livability, and Equity.

EQUITY

Equity encompasses the affordability of a city’s housing stock to residents of all income, the racial and economic integration of neighborhoods, and the protection of all residents from housing discrimination of all kinds. Discussions regarding a community’s housing policy frequently devolve into a debate over affordable housing with polarized camps holding vastly divergent views on the definition of “affordable housing” and its perceived impacts. An equity framework moves past this stalemate by examining the full spectrum of housing inclusion issues and presenting an expansive set of housing choices at all price points and levels of tax burden. A housing equity lens also considers the ways that regional market forces and the land use regulations of other localities affect access to affordable high-quality housing and compliance with federal and state fair housing laws.

LIVABILITY

Livability relates to the physical condition of a housing unit including the quality of its interior spaces, maintenance of its facades, delivery of utility services, and insulation from pests, pollutants, and mold. Livability is shaped by a locality’s code enforcement practices, public health regulations, rehabilitation incentives, and building practices. Livability is also affected by the communication linkages between landlords and tenants so that rights and responsibilities are sensibly shared while building defects are resolved amicably and efficiently. Achieving livability requires overcoming the legal and administrative barriers to high quality housing conditions.

VITALITY

Vitality refers not only to quality of life within a housing unit but the overall physical, fiscal, and cultural health of the surrounding neighborhood. A vital neighborhood is comprised of an engaged and diverse community enjoying cultural centers, community spaces, parks, healthcare resources, neighborhood services, retail goods, and pathways to homeownership and local entrepreneurship. Housing policies sometimes focus singularly on the housing stock while neglecting the myriad ways that neighborhood vitality shapes the way communities experience their homes and directly affects their feelings of inclusion, opportunity, and mobility. But housing needs must be understood in relation to neighborhood needs.

POLICY GOALS

The graphic below shows the housing goals that are attached to each of the three housing policy themes.

1. Equity	2. Livability	3. Vitality
GOAL 1A: PREVENT DISCRIMINATION AND DISPLACEMENT GOAL 1B: PREVENT HOMELESSNESS GOAL 1C: REDUCE HOUSING COSTS GOAL 1D: PRESERVE AND EXPAND AFFORDABLE HOUSING SUPPLY	<ul style="list-style-type: none"> • GOAL 2A: REFORM CODE ENFORCEMENT PROCESS • GOAL 2B: HELP BUILDING OWNERS REHAB THEIR BUILDINGS • GOAL 2C: INVOLVE TENANTS IN IMPROVING HOUSING CONDITIONS 	<ul style="list-style-type: none"> • GOAL 3A: LINK HOUSING POLICY TO ECONOMIC DEVELOPMENT • GOAL 3B: IMPROVE HOMEOWNERSHIP OPPORTUNITIES • GOAL 3C: IMPROVE COMMUNITY CONNECTIONS

POLICY ACTIONS

Presented below are the actions associated with each theme's associated set of policy goals.

POLICY THEME I: EQUITY

GOAL 1A: PREVENT HOUSING DISCRIMINATION, RACIAL SEGREGATION, AND DISPLACEMENT

ACTION 1A1: Document the City's Experience with Urban Renewal, Displacement, and Segregation

Like many American cities subject to state and federal urban renewal policies, the City of Newburgh experienced the demolition of its waterfront district during the 1960s. The erasure of this part of Newburgh also resulted in the displacement of a significant number of African American households and businesses. Meanwhile, the process of suburbanization accelerated racial segregation in Orange County, leading to the contemporary bifurcation of the region by race and class. The full effects of urban renewal and its long-term effect on land use patterns, demographic composition, and racial disparities has been documented by media stories as well as a few academic papers. However, the lived experience of Newburgh's residents most adversely affected by urban renewal and systemic racism has not yet been fully told. The records of urban renewal are archived and available for analysis. The information should be packaged in a multi-media format that highlights the stories and experiences of displaced Newburgh residents in their own words.

ACTION 1A2: Update the City's Fair Housing Laws & Enforcement Mechanisms

The City of Newburgh does not have an updated fair housing law or a system for enforcing local, state, or federal fair housing laws. Adopted in 1983, Section 38 of the Newburgh City Code establishes a City policy for providing fair housing. The code renders unlawful discriminatory practices on the basis of race, color, religion, sex, or national origin. However, the code does not reflect the evolution of federal and state fair housing laws to include a wide spectrum of protections that render illegal discrimination based upon the above factors but also other ones including family status (children under 18 in a household); disability (mental or physical); creed; age; sexual orientation; marital status; military status; gender identity or expression; and source of income. Revising the City Code and Local Laws to ensure alignment with current fair housing policies is not an onerous undertaking whereas developing a local enforcement mechanism would constitute an ongoing administrative and financial burden for the City. However, the appointment of a multi-lingual local point of contact, perhaps through a non-profit organization, would significantly help residents access legal support in instances of housing discrimination.

ACTION 1A3: Partner with Orange County on Regional Affordable Housing Plan

Relative to other localities within Orange County, the City of Newburgh carries a significantly greater share of multi-family and income restricted housing. Less than 22% of Orange County's housing stock includes residential buildings with more than 2 units compared to 43% of the City of Newburgh's housing inventory. Part of this disparity is attributable to the higher building densities within the City of Newburgh. However, these densities are also the product of single-family zoning that prevails throughout much of Orange County, hinders the development of lower-priced rental apartments, and perpetuates racial segregation. Currently, the City and County coordinate on affordable housing needs through the Continuum of Care programs and community development initiatives. In order to ensure that the region's affordable housing needs are met through a variety of localities and undo racial segregation, the City of Newburgh should also work collaboratively with Orange County Planning Department on a regional affordable housing plan.

GOAL 1B: PREVENT HOMELESSNESS

ACTION 1B1: Improve Coordination and Information Sharing Between the City, County, and Social Service Providers for Programs Targeting Newburgh's Most Vulnerable Populations

The City of Newburgh does not provide direct social services to its most vulnerable population. Instead, services are provided largely from non-profit organizations, sometimes in coordination with Orange County Social Services Department. These entities collaborate through the Newburgh Housing Coalition and the Orange County Continuum of Care / Housing Consortium. In spite of these coordinating bodies, the various entities involved with social service delivery do not all share the same information regarding community needs, client housing arrangements, service availability, and funding programs. One way of improving coordination would be to generate regularized reporting on social service needs through a monthly data dashboard similar to the one that was created under the New York State's Community, Opportunity, Reinvestment (COrE) initiative.

ACTION 1B2: Strengthen and Expand Eviction Prevention Programs

The anticipated suspension of COVID-related moratoriums on eviction claims is widely expected to introduce a new set of vulnerabilities for low-income residents unable to pay their rent. In year 2019, prior to the onset of COVID and the moratoriums, the total number of landlord-tenant cases filed in Newburgh City Court was 785, of which 668 cases were related to the non-payment of rent. Widening the scope of the financial counseling in tandem with increased access to rental assistance and legal representation could help reduce incidents of eviction leading to homelessness.

ACTION 1B3: Expand Shelter Facilities and Permanent Housing for Newburgh's Homeless and Most Vulnerable Populations

The City of Newburgh's homeless population can access housing through Orange County's Department of Social Services and a network of several non-profit organizations. Newburgh's homeless facilities have reached capacity. When there is not room at an available shelter, Orange County will opt to place a homeless individual in a motel. Due to the limited supply of affordable rental housing within the City of Newburgh, finding permanent housing for homeless individuals is also challenging. The City should build more housing including shelter beds as well as permanent housing for vulnerable populations.

GOAL 1C: REDUCE HOUSING COSTS

ACTION 1C1: Reduce Property Taxes for Homeowners

Newburgh homeowners have experienced rising taxes, which increased sharply during the recent reassessment process. One way of reducing the homeowner tax burden is to diversify the tax base with more commercial development. The City should also analyze the potential for a broader range of administrative and fiscal changes to reduce residential property taxes including consolidated services, income taxes, tax break programs for homeowners, and vacant property taxes.

ACTION 1C2: Evaluate City's Eligibility for Adopting Rent Stabilization

The City of Newburgh has not yet invoked rent stabilization as possible under the 1974 New York State Emergency Tenant Protection Act that was amended under the Housing Stability and Tenant Protection Act of 2019. Although Newburgh has a sizeable inventory of older housing units, only a limited number of units would likely be eligible for the program. Based on 2018 American Community Survey census data, at least 82% of Newburgh's total housing units would be completely ineligible for rent stabilization due to their location in buildings with a small number of units. Of the units potentially eligible for rent stabilization, the pool of qualifying buildings could be even smaller if certain eligible building were not built before 1974 or if it is already covered by another governmental housing program. Nonetheless, a vacancy analysis and building inventory should be undertaken in order to ascertain the City's eligibility for rent stabilization given the measure's potential to preserve rental affordability, avert unfair evictions, and ensure code compliance for selected buildings.

ACTION 1C3: Evaluate Procedures for Existing Rental Assistance Programs

Newburgh Housing Authority and Pathstone manage the Housing Choice Voucher Program. This program provides housing assistance to eligible low- and moderate-income families. This program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each tenant's monthly rent. Under

federal COVID-19 relief monies, a greater pool of Newburgh residents will be able to receive rental assistance. The exact procedures for determining eligibility for rental assistance and approach to finding suitable housing for recipients merit further evaluation.

GOAL 1D: PRESERVE AND EXPAND AFFORDABLE HOUSING SUPPLY

ACTION 1D1: Undertake Affordable Housing Re-Education Program

Newburgh residents hold divergent views on the need for affordable housing in the City. Some residents see the provision of increased affordable housing as a public policy imperative given the high housing cost burden levels experienced by many residents. Other residents charge that there already is too much affordable housing within Newburgh and that the increased supply of affordable housing will only intensify concentrated poverty; exasperate community impacts like traffic; impose greater fiscal costs than benefits; and elevate the tax burdens of homeowners. This debate has led to heated controversies around at least two housing development proposals, the Mid-Broadway project and the Alembic proposal. One source of the intractability of these controversies is a lack of community agreement on housing needs, the definition of affordable housing, the wide range of housing typologies that fall under the umbrella term of “affordable housing”, and the impacts of various approaches to building, designing, and financing affordable housing. To help Newburgh residents reach a shared vision on housing policy, the City should broadly distribute information on housing needs, various typologies of housing, and clear information on the fiscal impacts of affordable housing developments built in other parts of the surrounding region.

ACTION 1D2: Assess Potential for Increasing Allowable Densities Throughout the Broadway Corridor

The City of Newburgh updated its zoning code in 2015. The new code retained traditional zoning classifications but also adopted a form-based code for certain sections of the City including the Broadway corridor and the waterfront. The code was designed to allow flexibility of land uses in the City’s downtown core while also allowing for the possibility of significant building heights along Broadway (up to six stories) and the waterfront (eight stories). However, the “Broadway corridor” could be more expanded to include all of the areas in the City that are located within a ¼ mile either north and south of Broadway and extending from the downtown all the way to the western boundary of the City. The City could analyze the potential for further upzoning this entire area in order to encourage the development of more multi-family rental housing, limited equity coops, small units, and live-work spaces for artists and home businesses. All of these units will be more affordable than purchasing a single-family home and allow for the redevelopment of Newburgh’s primary commercial corridor that expands housing access and reduces the threat of displacement. Higher densities do not necessarily need to be made available as-of-right under the zoning code. Developers could be granted generous density bonuses within the Broadway corridor provided that they build a certain amount of affordable housing or meet other public policy objectives.

ACTION 1D3: Promote and Enable a Wider Variety of Affordable Housing Units

The City’s housing stock largely consists of single-family homes, 2-family homes, and 3-4-unit row-houses. The City should work with non-profit housing associations to design the regulatory system, administrative

process, developer outreach, and marketing strategies that would enable production of a wider variety of units including:

- Efficiency studios and 1-bedroom apartments (rentals and condominiums)
- Live-work spaces
- Limited equity coops (through conversions of existing buildings or newly constructed buildings)
- Permanently affordable rental and sales units of all kinds through a community land trust

ACTION 1D4: Adopt Mandatory Inclusionary Housing Options for Multifamily Development on Both Privately Owned and City Owned Land

The City of Newburgh adopted a new zoning code in 2015. This new code combines traditional zoning with a form-based code in order to provide greater flexibility of land uses in key parts of the City including the Broadway corridor and the waterfront. However, the new zoning code did not include any affordability housing requirements even in areas where higher density housing was permitted. In order to ensure that new development includes a wide mix of price points, the City should adopt an inclusionary housing ordinance that mandates developers of new multi-family housing to comply with one of several options for providing a certain amount and type of on-site affordable housing for households at all income levels including low-income and very low-income residents.

POLICY THEME II: LIVABILITY

GOAL 2A: REFORM CODE ENFORCEMENT PROCESS

ACTION 2A1: Increase the Capacity, Knowledge Base, and Skill Levels of the City's Code Compliance Department

Training opportunities for employees in the City of Newburgh's Building Department are limited. The New York State Department of State Division of Building Standards and Codes offers a sequence of courses. However, Newburgh's Code Enforcement Officers do not receive on-site practical training that is focused on specific aspects of the City's unique challenges, enforcement procedures and regulations. As a result, there is not consistency across code enforcement officers in terms of the level, depth, or accuracy of their code knowledge. One positive step toward redressing the training gap is the provision under the City RISE grant for additional staff training. Expanding opportunities for on-site training performed by a building code consultant could help create a more effective code enforcement process. Another opportunity for delivering training opportunities is the City's Code Enforcement Coordination Committee, an internal group that can exchange information on building regulations and also organize customized training sessions.

ACTION 2A2: Improve the Use of Technology as a Tool for Tracking and Publishing Violations, Enforcement Steps, Owner Response, and Judicial Status

The Department currently uses Integrated Property System (IPS) and Building Blocks to track code enforcement cases. The IPS software has limited capabilities, and cannot accurately capture, aggregate and export information. The City of Newburgh is in the process of transitioning from IPS to a new platform,

MuniCity, a cloud-based program with more robust reporting functions. The use of these portals will help make information on building conditions more accurate while also making information more publicly available, thereby improving accountability by all parties.

ACTION 2A3: Increase Compliance with the Existing Rental Registry Program and Make it More Robust.

The City of Newburgh maintains a Rental Registry, which requires owners of a rental property to submit a rental license application with the Newburgh Code Department or authorized official. The City has recently not been as aggressive in using this program though it has been perceived as being effective. The system can be improved by hiring staff to manage the registry, provide various tiers for compliance depending on building conditions, and public release of the registry.

ACTION 2A4: Provide Education and Training to Landlords on Code Compliance, Building Management Best Practices, and Rehabilitation Techniques

The City does not currently provide landlords with any formal training in code compliance, building management, or rehabilitation techniques. The City could establish a training program in partnership with other housing providers, non-profit organizations, lenders, and educational institutions. The training could be made optional for all landlords but mandated for landlords deemed non-compliant as part of the rental registry inspection process.

ACTION 2A5: Mandate Minimum Penalties for Building Code Violations to Ensure Compliance

Localities have the legal authority and broad discretion to determine the financial and criminal penalties for building code violations. Violations of the building code can result in fines not exceeding \$250 for each day of the violation and a maximum of 15 days of imprisonment. The code only establishes a maximum fine while providing for no minimum fine. Instead of this process, the City could mandate minimum financial penalties for building code violations as well as failures to reply with court orders in accordance with the code enforcement recommendations prepared by the New York State Senate Committee on Investigations and Government Operations. Previously assessed minimum per diem fines could be discounted based on the speed of corrections after fines are assessed.

ACTION 2A6: Improve Compliance with Vacant Property Registry

The City of Newburgh requires the owner of any vacant property to file a registration statement with the Newburgh Code Department, along with any applicable fee. The owner of the property is required to renew the registration and pay a fee annually for the period the building remains vacant. The City could standardize the procedure for maintaining the registry so that the functions can be shared between multiple staff persons within the Department of Building. Reports on the Vacant Property Registry through Building Blocks could be made widely available to the public. A Vacant Property Working Group, housed within the Code Enforcement Coordination Committee, could be charged with supervising compliance with the registry by landowners. The City should develop best practice guides for rehabilitation and redevelopment of vacant properties along with clear directions for property owners to navigate the building permit and land use approval process.

GOAL 2B: HELP BUILDING OWNERS REHAB THEIR BUILDINGS

ACTION 2B1: Provide More Financial Assistance to Homeowners to Improve the Physical Condition of their Homes

The City has limited funds available to help homeowners offset the costs of repairs. These monies are made available through Community Development Block Grant and Cities Rise monies to households meeting a certain income level and available only for interventions deemed as emergencies by a City Agency. The program is not publicized since it is emergency driven and not application based. This program should be expanded so that a wider pool of households may receive support for interventions that are not necessarily “emergency” but still improve the condition and public safety of the home.

ACTION 2B2: Help Multi-Family Developers and Property Owners Better Access Financial Assistance to Rehabilitate Their Properties

There are two programs in Newburgh that help property owners rehabilitate multi-family housing units. Community Capital New York and Key Bank partnered in 2015 to launch the Newburgh Housing Remediation Fund, a program providing financial incentives for redressing lead and asbestos issues in Newburgh’s Housing Stock. Meanwhile, RUPCO currently manages the Landlord Ambassador Program (“LAP”) which is funded by the New York State Attorney General and assists landlords of distressed properties obtain financing for repairs or find new, responsible developers to take over the buildings. Both programs should be expanded in scale, perhaps by using monies made available under COVID-19 relief or other federal funding programs.

ACTION 2B3: Evaluate Potential Adoption of Green Building Codes, Stretch Codes, and Healthy Homes Guidelines

The environmental conditions within a home have profound implications on public health, natural resource preservation, and climate change. Beyond the building code, the City of Newburgh does not currently have policy measures that advance green building and healthy homes concepts. These concepts could be promoted and incentivized through modification of the building code, changes in the development approval process, public education and outreach campaigns, and the establishment of special loan fund or grant programs. As part of the City’s update of environmental policies within the Comprehensive Plan, the effectiveness of mandatory sustainability requirements for buildings could be evaluated alongside the costs and benefits of other municipal commitments to environmental protection.

GOAL 2C: INVOLVE TENANTS IN IMPROVING HOUSING CONDITIONS

ACTION 2C1: Educate Tenants About the Building Code and Involve Them in Code Enforcement Process

The City’s website includes information on the building code in both English and Spanish. Another way of conveying this information would be through live community meetings or webinars that help residents better understand their rights and responsibilities as tenants. The City could also issue regular reports from MuniCity and Building Blocks so that residents understand the location and status of building code violations. Residents could also be enlisted to participate in neighborhood inspections in which potential building code issues are identified based upon exterior appearance.

ACTION 2C2: Convene Landlord Tenant Mediation Forum

Landlords and tenants do not have a neutral forum in which to address broader building condition concerns and develop collaborative strategies for improving the quality of residential life. If a tenant has a complaint, they can address the landlord directly or they can file a complaint with the City of Newburgh by calling the Code Compliance Department, thereby triggering a potentially protracted and contentious adjudication process. The City could help establish a Landlord-Tenant Forum that would provide building code education and training programs for both tenants and landlords, enable mediation services for landlord-tenant disputes, distribute materials on landlord and tenant rights of responsibilities under the rental registry, and provide periodic updates on rental and vacant property registries.

POLICY THEME III: VITALITY

GOAL 3A: LINK HOUSING POLICY TO ECONOMIC DEVELOPMENT

ACTION 3A1: Update Newburgh's Comprehensive Plan with an Economic Development Strategy

The City of Newburgh has not updated its comprehensive plan since 2008. The Newburgh Housing Policy Framework has been designed to update the housing chapter of the City's comprehensive plan. Newburgh's housing policies related to redevelopment, homeownership, and community building can all contribute to the revitalization of the city's neighborhoods, waterfront, and the Broadway corridor. However, these policies will have only limited economic impact in the absence of a parallel economic development strategy defined with a clear statement of values, concrete goals, and implementation steps. As such, the City should draft an economic development strategy that is fully integrated with the housing policy framework. All other parts of the City's comprehensive plan including the transportation, environmental, land use, and community development elements should also be updated and linked to each other.

ACTION 3A2: Draft a Coordinated Development Strategy for Underutilized or Vacant Sites

The City of Newburgh has two options for disposing of the properties that it has acquired. The first option is for the City to sell the property to a private buyer. A second option is for the City to give the property for an insignificant sum to a non-profit housing provider such as the Newburgh Land Bank or Habitat for Humanity. The City of Newburgh is currently developing new guidelines outlining its approach to the acquisition, disposition, and rehabilitation of distressed properties. These new guidelines provide an opportunity for prioritizing the disposition of City-owned land to non-profit housing providers in order to meet the unmet need for affordable housing.

However, the guidelines do not constitute a strategic plan for redeveloping vacant or underutilized properties in accordance with optimal reuse strategies. A Strategic Development Strategy would entail inventory of key opportunity sites and the production of clear strategies for redeveloping those sites in accordance with community benefits, fiscal optimization, and environmental protection. The properties inventoried in this strategy would include all of the vacant, tax delinquent, or physically distressed buildings in the City. However, the strategy would emphasize properties whose redevelopment would have the greatest impact on achieving the City's housing and economic development goals. As such, the plan would focus largely on crafting redevelopment scenarios for properties along the full length of the Broadway corridor (including Broadway itself and all properties within a ¼ mile radius of it) as well as the waterfront. The Coordinated Development Strategy would include approaches for property acquisition,

land assembly, land use mix, developer outreach, and redevelopment financing. The strategy would also identify the public infrastructure investments required to advance the proposed redevelopment scenarios and analyze the overall fiscal impact of these scenarios.

ACTION 3A3: Publish Clear Development Guidelines on Housing Approvals, Incentives, and Disposition of City-owned Land

A relatively small number of new housing units have been built in Newburgh over the past ten years. Besides market impediments, developers do not have a clear understanding of the best way for navigating the development process. One way that the City could help provide greater predictability in the development process and attract a wider pool of housing developers would be to prepare a step-by-step guide to building in the City of Newburgh.

Previous proposals for affordable housing have been impeded by complex approval processes and community disagreements over the appropriate level of tax abatement that should be granted to projects fulfilling a demonstrated housing need. Engaging the community in a participatory effort to define approval and funding guidelines for proposed housing developments could help preclude future conflicts, reduce the risks and costs of prospective developers, and inspire a greater pool of developers to build within the City of Newburgh.

GOAL 3B: IMPROVE HOMEOWNERSHIP OPPORTUNITIES

ACTION 3B1: Help Newburgh Residents Finance Homes in Newburgh

Newburgh residents face myriad challenges to buying their own homes in Newburgh. Homeownership rates are especially low for individuals identifying as Hispanic or Black. Barriers to homeownership include high housing prices; limited access to information; and challenges to secure financing based upon income levels, credit ratings, and the cost for building acquisition and rehabilitation. To help make it easier for Newburgh residents to buy homes and remove racial disparities, more information could be provided by the City and local banks on the pathways to homeownership. More money could be allocated from federal finance programs such as Community Development Block Grant or CARES Act allocations to homeownership. A local bank – or a consortium of banks – could be enlisted to serve residents of Newburgh. The City and its housing stakeholders should also closely monitor and advocate for federal and state policy initiatives as well as new funding programs that may make it easier for Newburgh residents to purchase homes.

ACTION 3B2: Provide more Diverse Pathways to Homeownership

Besides the financial barriers to homeownership that Newburgh residents experience on account of their economic position, the composition of the City's older housing stock presents further obstacles. For a low-income household, acquiring a single-family home can be daunting given the ongoing maintenance costs required and real property taxes to be paid, which can never be amortized or retired over time like a mortgage. The city's inventory lacks a rich supply of affordable high-quality apartments that can be purchased as condominiums.

Although Newburgh does have a sizeable supply of multi-family housing, most of these units are in smaller 3-4-unit rowhomes rather than apartment houses. Significant city-wide renovations in the last five years

have made these multi-family rowhouses unaffordable to the average first-time homebuyer. Many of the more affordable multi-family buildings are severely distressed, requiring extensive remediation to bring them into alignment with the building code, environmental regulations, and historic preservation requirements. Banks do not provide mortgages that can cover the full costs of the remediation of these buildings as well as their acquisition price, and first-time homebuyers cannot compete with investors to purchase renovated multi-family buildings.

With regard to new construction, there have been only limited additions of new sale units. Most of the new homeownership units provided by Habitat for Humanity and the Land Bank have been single-family or 2-unit homes. RUPCO's new units have been entirely rental.

If the City of Newburgh had a greater variety of smaller housing units located within multi-family buildings, it would be easier for lower income residents to become homeowners by virtue of the lower sale costs, absence of rehabilitation costs, and shared maintenance costs. Examples of housing types that would be easier for low-income residents to finance include smaller units (include micro-units, studios, 1-bedroom apartments, and live-work spaces in condominiums); limited equity coops; and housing units made available for sale through the community land trust concept.

GOAL 3C: IMPROVE COMMUNITY CONNECTIONS

ACTION 3C1: Expand Services, Programs, and Resources at Community Centers

The City of Newburgh is blessed with several community spaces including the Armory, Newburgh Free Library, the Boys and Girls Club of Newburgh, Safe Harbors of the Hudson, and the Newburgh Jewish Community Center. These institutions along with houses of worship help to foster community connections while also providing valuable spaces for recreation, social service delivery, information sharing, and cultural activity. More resources should be directed to these institutions to ensure not only their ability to expand their on-site programming but also to work collaboratively with each other and build stronger linkages between the City's diverse communities.

ACTION 3C2: Enhance the Safety and Aesthetic Beauty of City Streets, Parks, and Playgrounds

The quality and condition of the public spaces in Newburgh's neighborhoods have profound impacts on the way that residents are able to feel "at home" both inside and outside their spaces of dwelling. To that end, the City should attempt to secure more funding for improvements to the public realm including traffic calming, trees and landscaping, street furniture, creation of new pocket parks, and enhancement of recreation areas.

ACTION 3C3: Expand Support for Neighborhood Serving Businesses

Many of Newburgh's neighborhoods are underserved by retail establishments, food stores, dining establishments and personal services. Meanwhile a number of commercial spaces along Broadway remain vacant. Creating a more vibrant mix of neighborhood serving businesses along the downtown stretch of Broadway would help revitalize the neighborhoods north and south of the City's main commercial corridor by creating more foot traffic and eyes on the street. Meanwhile, adding pockets of small businesses to Newburgh's residential neighborhoods would provide residents with greater access to goods and services while also helping to create more points for social interaction.

NEWBURGH HOUSING POLICY FRAMEWORK

APPENDIX A: Phasing Plan for Proposed Actions

Phase 1 Actions (Completed Within 12 Months)

ACTION 1A1: Document the City's Experience with Urban Renewal, Displacement, and Segregation

ACTION 1A2: Update the City's Fair Housing Laws & Enforcement Mechanisms

ACTION 1B1: Improve Coordination and Information Sharing Between the City, County, and Social Service Providers

ACTION 1B2: Strengthen and Expand Eviction Prevention Programs

ACTION 1C2: Evaluate City's Eligibility for Adopting Rent Stabilization

ACTION 1D1: Undertake Affordable Housing Re-Education Program

ACTION 1D2: Assess Potential for Increasing Allowable Densities Throughout the Broadway Corridor

ACTION 1D4: Adopt Mandatory Inclusionary Housing Options for Multifamily Development on Both Privately Owned and City Owned Land

ACTION 2A2: Improve the Use of Technology as a Tool for Tracking and Publishing Violations, Enforcement Steps, Owner Response, and Judicial Status

ACTION 2A3: Increase Compliance with the Existing Rental Registry Program and Make it More Robust.

ACTION 2A5: Mandate Minimum Penalties for Building Code Violations to Ensure Compliance

ACTION 2A6: Improve Compliance with Vacant Property Registry

ACTION 2C1: Educate Tenants About the Building Code and Involve Them in Code Enforcement Process

ACTION 2C2: Convene Landlord Tenant Mediation Forum

ACTION 3A1: Update Newburgh's Comprehensive Plan with an Economic Development Strategy

Phase 2 Actions (Completed within 1-2 Years)

ACTION 1A3: Partner with Orange County on Regional Affordable Housing Plan

ACTION 1B3: Expand Shelter Facilities and Permanent Housing for Newburgh's Homeless and Most Vulnerable Populations

ACTION 1C3: Evaluate Procedures for Existing Rental Assistance Programs

ACTION 1D3: Attract a Wide Variety of Affordable Housing Developers

ACTION 2A1: Increase the Capacity, Knowledge Base, and Skill Levels of the City's Code Compliance Department

ACTION 2A4: Provide Education and Training to Landlords on Code Compliance, Building Management Best Practices, and Rehabilitation Techniques

ACTION 2B1: Provide More Financial Assistance to Homeowners to Improve the Physical Condition of their Homes

ACTION 2B2: Help Multi-Family Developers and Property Owners Better Access Financial Assistance to Rehabilitate Their Properties

ACTION 2B3: Evaluate Potential Adoption of Green Building Codes, Stretch Codes, and Healthy Homes Guidelines

ACTION 3A2: Undertake a Coordinated Development Strategy for Underutilized Sites

ACTION 3B1: Help Newburgh Residents Finance Homes in Newburgh

ACTION 3C2: Expand Support for Neighborhood Serving Businesses

Phase 3 Actions (Completed after 2 years)

ACTION 1C1: Reduce Property Taxes for Homeowners

ACTION 3B2: Provide more Diverse Pathways to Homeownership

ACTION 3C2: Enhance the Safety and Aesthetic Beauty of City Streets, Parks, and Playgrounds

NEWBURGH HOUSING POLICY FRAMEWORK:

APPENDIX B: CASE STUDIES AND BEST PRACTICES

GOAL 1A: PREVENT DISCRIMINATION AND DISPLACEMENT

ACTION 1A1: Document the City's Experience with Urban Renewal, Displacement, and Segregation

- Washington DC - "Black Broadway on U" is a multimedia documentary project that catalogs the people, stores, organizations, and cultural institutions that defined U Street, Washington DC's legendary "Black Broadway".¹ Produced by multimedia maker and storyteller, Shellee M. Haynesworth, the project features archival photographs, oral histories, video footage, and interactive digital walking tours.
- Kingston (NY) - "Lost Rondout: A Story of Urban Removal" is a documentary chronicling the history and impact of urban renewal in a Kingston neighborhood.² Completed in 2016, the documentary was produced and directed by Stephen Blauweiss and Lynn Woods.

ACTION 1A2: Update the City's Fair Housing Laws & Enforcement Mechanisms

- Syracuse (NY) – By amending its housing discrimination laws in 2016 to include source of income protections, Syracuse rendered it unlawful for a landlord to deny housing to someone because of their use of housing vouchers to pay rent. At the time of the law's adoption, New York State had not yet outlawed source of income discrimination, a change which was adopted only in 2019 as an amendment to the New York State Human Rights Law.

ACTION 1A3: Partner with Orange County on Regional Affordable Housing Plan

- Montgomery County (MD) - Though it is rare for counties to exercise leadership on housing supply since they typically lack control over land use laws or housing production targets, Montgomery County, Maryland, provides an example of a county taking initiative to address housing supply. County leadership strategies employed by Montgomery County with regard to housing planning include a county-wide housing needs assessment, a county General Plan, development of model strategies to address housing needs for local implementation, and initiation of community-specific plans that address housing goals established at the county level.³
- Westchester County (NY) - In 2019, Westchester County undertook a Housing Needs Assessment to establish a data-based foundation for the creation and preservation of affordable housing in Westchester County.⁴ Prepared by Pattern for Progress, the assessment examines the County's history of housing policies; identifies demographic and housing conditions; estimates the amount of affordable housing needed; and provides recommendations, including best practices from across the country, to help the County move forward in meeting its affordable housing needs.

¹ <https://blackbroadwayonu.com>

² <http://www.lostrondoutproject.com>

³ <https://montgomeryplanning.org/planning/housing/attainable-housing-strategies-initiative/missing-middle-housing/>

⁴ <https://homes.westchestergov.com/resources/housing-needs-assessment>

GOAL 1B: PREVENT HOMELESSNESS

ACTION 1B1: Improve Coordination and Information Sharing Between the City, County, and Social Service Providers for Newburgh's Most Vulnerable Populations

- Community, Opportunity, Reinvestment (COrE) was a New York State initiative to improve the well-being of New York's most distressed communities. As a neighborhood-based community change model to address disparities in employment, public safety, education, health, and housing, the initiative used an innovative data tool, COrE STAT, to direct attention to the people and places that are most in need. The program, administered in Newburgh and Albany, offered a model for improving data-sharing and coordination between various service providers and community organizations.

ACTION 1B2: Strengthen and Expand Eviction Prevention Programs

- Cities with Just Cause Eviction Laws include San Francisco, New York City, Seattle, Oakland, Berkeley, and Washington DC. Albany, New York, is contemplating legislation introduced by Mayor Kathy Sheehan that would make it harder for landlords to evict tenants, requiring "just cause" for an eviction. New York State Senator Julia Salazar has introduced the Good Cause Eviction Bill into New York State Senate.^{5 6}
- Madison (WI) - The Tenant Resource Center is a non-profit organization that promotes good relationships between tenants and landlords in Madison, Wisconsin. Services offered by the Center include Housing Counseling to educate about rights and to provide forms and information on critical topics, Housing Law Seminars, Eviction Prevention Clinics, Housing Mediation Services, and services specifically for University of Wisconsin students.⁷

ACTION 1B3: Expand Shelter Facilities and Permanent Housing for Newburgh's Homeless and Most Vulnerable Populations

- New York City (NY) - Breaking Ground, a supportive and transitional housing provider in New York City, opened up a drop-in day center in Ozone Park (Queens) to serve the street homeless population.⁸ Unlike traditional shelters, this facility was not opened with a residential component. Instead, the homeless population is able to access the facility during the day, receive a hot meal, shower, and also received a spectrum of "wrap-around" services including medical care, psychiatric counseling, and counsel on accessing other city services.
- Washington DC - In 2018, Washington DC and the DowntownDC Business Improvement District opened the Downtown Day Services Center at New York Avenue Presbyterian Church. The \$1.7 million facility is funded by the city and managed by the BID. A non-profit organization, Pathways to Housing DC, provides a comprehensive suite of social service programs including housing, legal,

⁵ <https://www.wamc.org/post/good-cause-eviction-proposal-albany-gets-support-advocates-opposition-landlords>

⁶ <https://www.nysenate.gov/legislation/bills/2019/s2892>

⁷ <https://www.tenantresourcecenter.org/>

⁸ <https://breakingground.org/news-events/ny1-visits-queens-drop-in-center>; <https://www.ny1.com/nyc/queens/news/2017/07/19/ozone-park-homeless-drop-in-center-opens--some-opponents-now-support-facility->

healthcare, and case management services. In addition, the 7,600 sq. ft facility also provides food, showers, computers, and laundry machines.

GOAL 1C: REDUCE HOUSING COSTS

ACTION 1C1: Reduce Property Taxes for Homeowners

- New Rochelle (NY) – The City of New Rochelle has undertaken an especially aggressive approach to attracting new commercial development. The effective property tax for homeowners in New Rochelle is also notably lower than most other cities in New York State. The relationship between New Rochelle’s redevelopment approach and homeowner tax burdens merits further analysis, especially as Newburgh charts a long-term economic development strategy.

ACTION 1C2: Evaluate City’s Eligibility for Adopting Rent Stabilization

- Ossining (NY) - The Village of Ossining adopted rent stabilization in 2019. The adoption has been controversial and been subject to continued debate and efforts toward revision.⁹ Other cities in New York State that recently contemplated rent stabilization but did not proceed toward its adoption include Kingston and Hudson.

ACTION 1C3: Evaluate Procedures for Existing Rental Assistance Programs

- Although federal regulations establish rules and parameters for the housing choice voucher programs, there are various strategies that public housing authorities may use to optimize voucher programs, maximizing their impact on economic mobility and ensuring geographic flexibility. The Furman Institute has conducted extensive research on the housing choice voucher program and identified ways it could be reformed.¹⁰

GOAL 1D: PRESERVE AND EXPAND AFFORDABLE HOUSING SUPPLY

ACTION 1D1: Undertake Affordable Housing Re-Education Program

- Minnesota (MN) - The State of Minneapolis undertook a Housing Minnesota campaign to spread a statewide message that “the diversity of backgrounds and circumstances among affordable housing residents, how housing encourages integration into the community and the idea that diversity of housing types and costs creates strong communities”. This message was delivered by highlighting the needs of groups that are “central to the social fabric of society” such as teachers, seniors, and children who benefit from affordable housing.¹¹
- Brea (CA) – The City Council in Brea, California, engaged in a community outreach campaign to respond to community concerns about high density development. To obtain community feedback, the City Council formed a steering committee and undertook a community survey. Concerns that emerged from the survey included maintenance, development and redevelopment, and traffic. Task forces consisting of 100+ people “new to city issues” were formed to address each of these concerns. In addition, the City held a weekend-long charrette run by facilitators where 100+ community members from a broad range of city groups contributed

⁹ <https://www.theexaminernews.com/etpa-repealed-in-village-of-ossining-amid-allegations/>

¹⁰ <https://furmancenter.org/thestoop/entry/housing-a-nation-housing-choice-vouchers>

¹¹ https://www.researchgate.net/publication/263225197_Opposition_to_Affordable_Housing_in_the_USA_Debate_Framing_and_the_Responses_of_Local_Actors/link/55ab912c08aea3d08682949c/download

ideas for city planning. Charrette results were carefully documented and used as a resource to guide city planning efforts.¹²

ACTION 1D2: Increase Allowable Densities Throughout the Broadway Corridor

- Minneapolis (MN) - Up-zoning is a municipal-driven legal strategy to densify cities to satisfy housing needs. Increasing the allowable building size and number of housing units per property in development zones permits the growth of “missing middle” housing, ranging from duplexes to small-scaled apartment buildings, that meets a variety of affordable housing needs. While up-zoning is commonly used to address an increase in housing demand in boom times, up-zoning has recently been adopted in Minneapolis, Minnesota, as a result of the City’s 2020 comprehensive plan, “as part of the solution to addressing the enduring effects of policies that intentionally and systematically discriminated against communities of color”. Minneapolis has a low housing vacancy rate, the nation’s lowest black home-ownership rate, a lack of affordable housing (especially “missing middle” properties), 70% of the city is single-family zoned, and 52% of the city’s residents are renters. Minneapolis 2040 is the City’s comprehensive plan which was effective as of January, 2020, and has generated zoning updates to (1) allow two- and three-family housing in single-family zones, (2) require affordable housing as a component of all 20-unit or larger housing developments, and (3) establish Built Form Overlay Districts which control floor area ratios, floor areas, building heights, lot dimensions, yards, impervious surfaces, and bonuses for “premium” building uses (such as affordable housing). Goals of the plan include building more housing, building less expensive housing, and building less expensive housing in a variety of locations. While zoning in Minneapolis has been amended to permit denser development, the success of these measure in Minnesota and elsewhere depends on ongoing municipal support. A range of resources, policies, and programs to encourage affordable housing are needed, along with municipal laws to ease excessive parking minimums, lessen strict building codes, and decrease lot size minimums.^{13 14 15 16}

ACTION 1D3: Promote and Enable a Wider Variety of Affordable Housing unit types

- Pasadena (CA) - The City of Pasadena has embraced micro-units as one strategy to meet housing goals put in place by the State of California. To help remedy the housing shortage and provide additional legal housing type options for developers, Pasadena has adopted land use law revisions to encourage micro-units through expedited permitting and more flexibility in unit size. The land use law change in Pasadena was implemented by expanding on the previously defined Single Room Occupancy (SRO) land use, whose definition closely describes micro-units. Unless specifically providing for renters of below medium household income, the micro-units do not meet the city or state affordable housing standards for inclusionary zoning. Yet, micro-units do

¹² https://transweb.sjsu.edu/sites/default/files/mti_03-02_0.pdf

¹³ <https://www.lincolnst.edu/publications/articles/2020-01-rezoning-history-minneapolis-policy-shift-links-affordability-equity>

¹⁴ <https://lms.minneapolismn.gov/download/Agenda/1323/Built%20form%20staff%20report%20and%20attachments.pdf/49786/2063/Built%20Form%20Policies>

¹⁵ <https://www.brookings.edu/blog/the-avenue/2018/12/12/minneapolis-2040-the-most-wonderful-plan-of-the-year/>

¹⁶ <https://www.enterprisecommunity.org/blog/2019/08/people-are-talking-about-up-zoning-here-is-what-you-should-know>

NEWBURGH HOUSING POLICY FRAMEWORK: APPENDIX B (CASE STUDIES & BEST PRACTICES)

help localities meet broader housing goals by providing small below market units in dense urban locations.^{17 18}

- Montgomery County (MD) - The Montgomery County Planning Department has focused on a county-wide need for “Missing Middle Housing”, multi-family housing that ranges from 2-4 stories and provides a transition between single-family and commercial neighborhoods, to address affordable housing needs. To enable the growth of Missing Middle Housing, the county planning department suggests local zoning changes to encourage housing in commercial areas and to allow multi-family homes in select transition areas that are currently single-family zoned.¹⁹

ACTION 1D4: Adopt Mandatory Inclusionary Housing Options for Multifamily Development on Both Privately Owned and City Owned Land

- White Plains (NY) - In May 2019, the City of White Plains expanded its Affordable Rental Housing Program (“ARHP”).^{20 21} The prior program required multi-family developments in the city’s downtown to provide a 10% set-aside of affordable units reserved for those at 80% of the Westchester County Area Median Income (AMI) range. Alternatively, a developer could seek Common Council approval to provide 6% affordable units at the lower 60% AMI range. The expanded program includes the following changes:
 - The ARHP is now applicable citywide in areas where multi-family housing with 10 or more units is permitted by the zoning code.
 - Households with incomes at 50% AMI are now eligible for the program. Developers have the option of meeting set aside requirements either by providing 12% of units at 80% AMI or 8% of units at 50% and 60% AMI.
 - Developers have the option of contributing to the Affordable Housing Assistance Fund in lieu of building the set-aside units. The fund may be used for down payment assistance, the rehabilitation of existing properties, to subsidize existing housing stock, to purchase properties for public-private partnerships, and to defray a portion of the city’s administrative costs associated with management of the program.
 - Dedicated AHRP units must remain affordable for the life of the project.
- Newark (NJ) - The City of Newark requires most future residential development projects involving new construction of more than 30 dwelling units or substantial rehabilitation of more than 40 dwelling units, to set aside 20% of dwelling units to be affordable to lower-income households.²²
- New York (NY) - In 2016, New York City adopted a mandatory inclusionary housing program in which developers in up-zoned neighborhoods (or in buildings granted a variance for increased development rights) must build 20% to 30% of the total units as units affordable to households earning between 40% and 115% of Area Median Income.^{23 24} The precise requirements vary not

¹⁷ <https://www.pasadenastarnews.com/2019/09/08/pasadena-has-more-affordable-housing-than-its-neighbors-but-its-still-not-meeting-state-goals/>

¹⁸ http://ww2.cityofpasadena.net/councilagendas/2020%20Agendas/Mar_09_20/agenda.asp

¹⁹ <https://montgomeryplanning.org/planning/housing/attainable-housing-strategies-initiative/missing-middle-housing/>

²⁰ <https://www.cityofwhiteplains.com/CivicAlerts.aspx?AID=817>

²¹ <https://www.cityofwhiteplains.com/DocumentCenter/View/1994/Affordable-Rental-Housing-Program-Regulations---May-2019>

²² <https://newark.legistar.com/View.ashx?M=F&ID=5497734&GUID=FC57DA1D-BB46-4773-8F30-6394D37B610C>

²³ <https://www1.nyc.gov/assets/housing/downloads/pdf/mih-fact-sheet.pdf>

²⁴ <https://www.manhattan-institute.org/deblasios-mandatory-inclusionary-housing-program>

only by neighborhood but also by the terms set by the city council member representing that area as well as compliance options selected by the developer.

POLICY THEME II: LIVABILITY

GOAL 2A: REFORM CODE ENFORCEMENT PROCESS

ACTION 2A1: Increase the Capacity, Knowledge Base, and Skill Levels of the City's Code Compliance Department

- Brooklyn Center (MN) - Brooklyn Center has a potential hiring pool for inspectors from a Building Inspection Technology Certificate program taught at an area community college. The certificate program consists of 4 evening classes that prepare a student for the Minnesota Certified Building Official Limited exam: Foundations of Construction Codes and Inspections, Residential Plan Review and Field Inspections, Commercial Plan Review and Field Inspections, and Legal and Administrative Aspects of Construction Codes. Officials from the Brooklyn Center government were involved in developing and teaching these courses that help generate skilled government employees.²⁵

ACTION 2A2: Improve the Use of Technology as a Tool for Tracking and Publishing Violations, Enforcement Steps, Owner Response, and Judicial Status

- Buffalo (NY) - Active code violations in Buffalo are publicly mapped on their website using CitiStat Buffalo, an initiative to increase transparency.²⁶
- Cleveland (OH) - In conjunction with the Center of Human Poverty and Community Development at Case Western Reserve University, Cleveland developed a parcel-based property identification system, NEOCANDO, the Northeast Ohio Community and Neighborhood Data for Organizing, to process City administrative data and make useful public information.²⁷
- New York (NY) - New York City periodically publishes the names of building violators. The New York City Department of Housing Preservation and Development (HPD) provides a list of Housing Maintenance Code Violations that can be used to warn tenants to avoid poorly managed rentals, as in the annual "Worst Landlords Watchlist" made available online by NYC Public Advocate, Jumaane Williams, based on the HPD data.^{28 29}
- Minneapolis, (MN) - As part of their Rental Licensing program, Minneapolis, Minnesota provides a link to a public listing of all properties and their history of violations on the City website in order to openly share the work of the program with a goal for safer and healthier communities. The

²⁵ <https://nhcc.edu/academic-programs/degrees-and-certificates/construction/building-inspection-technology-cert>

²⁶ <https://data.buffalony.gov/stories/s/CitiStat-Buffalo-Code-Violations/h6gi-zqw4>

²⁷ <https://neocando.case.edu/>

²⁸ <https://data.cityofnewyork.us/Housing-Development/Housing-Maintenance-Code-Violations/wvxf-dwi5>

²⁹ <https://landlordwatchlist.com/landlords>

listing includes the property location, the owner's name, and the nature and status of each violation.³⁰

ACTION 2A3: Increase Compliance with the Existing Rental Registry Program and Make it More Robust.

- Brooklyn Center (MN) – The Brooklyn Center, Minnesota, rental registry program has tiered compliance requirements based on property code violations and police service calls. Worse performers require more frequent inspections and increasing participation in a Crime Free Housing Program. With improved performance, landowners can shift to higher tiers. The Brooklyn Center City Council adopted a Rental License Category Criteria Policy that clearly defines fee basis, minimum inspection standards, violation and police service call criteria, and defines each tier:³¹
 - Type I
 - 1 inspection/3 years
 - Phase I Crime Free Housing recommended
 - Type II
 - 1 inspection/2 years
 - Phase I Crime Free Housing required
 - Type III
 - 1 inspection/1 year
 - Phases I and II Crime Free Housing required
 - Action Plan required
 - Type IV
 - 1 inspection/6 months Phases I, II, III Crime Free Housing required
 - Mitigation Plan required
- Addison (IL) – Addison manages a Residential Rental Licensing Program where good performers are inspected every 2 or 3 years rather than annually, and all rental property owners must participate in an 8-hour Crime-Free Multi-Housing Class.³²
- Minneapolis (MN) – In Minneapolis, a 3-tiered Rental Licensing is offered with an optional Rental Property Management Course where course attendance provides the landlord or property manager with a \$250 discount on conversion fees.³³

ACTION 2A4: Provide Education and Training to Landlords on Code Compliance, Building Management Best Practices, and Rehabilitation Techniques

- Raleigh (NC) - Landlord Training Sessions in Raleigh consist of a one-day training course taught by the Raleigh Housing Authority on how to reduce nuisance violations and illegal activity on rental

³⁰ [https://tableau.minneapolismn.gov/views/OpenDataRegulatoryServices-](https://tableau.minneapolismn.gov/views/OpenDataRegulatoryServices-Violations/Introduction?iframeSizedToWindow=true&:embed=y&:showAppBanner=false&:display_count=no&:showVizHome=no)

[Violations/Introduction?iframeSizedToWindow=true&:embed=y&:showAppBanner=false&:display_count=no&:showVizHome=no](https://tableau.minneapolismn.gov/views/OpenDataRegulatoryServices-Violations/Introduction?iframeSizedToWindow=true&:embed=y&:showAppBanner=false&:display_count=no&:showVizHome=no)

³¹ <https://www.ci.brooklyn-center.mn.us/government/departments/administration/business-licensing/rental-dwellings>

³² <https://mayorscaucus.org/wp-content/uploads/2015/10/Addison-Residential-Rental-Program-Outline.pdf>

³³ <https://www2.minneapolismn.gov/business-services/licenses-permits/business-licenses/rental-licenses/>

properties. Target audiences for the classes are rental property managers, real estate agents, and lawyers.³⁴

- Chicago (IL) - The Chicago Community Investment Corporation (CIC) has training program for landlords. The CIC was established to bring together the work of nonprofits and banks to act as a loan consortium for affordable rental housing. The CIC provides a series of workshops that teach landlords “to better market, manage, and maintain residential property”, funded by government partnerships and lending institutions.³⁵
- Minneapolis (MN) - The Minneapolis Rental Licensing program includes an optional free 3-hour Rental Property Management Course, taught by the City Housing inspections staff, where course attendance provides the landlord or property manager a \$250 discount on conversion fees.³⁶

ACTION 2A5: Mandate Minimum Penalties for Building Code Violations to Ensure Compliance

- Islip (NY) - The Town of Islip increased fines on illegal subdivisions, fire code violations, and other matters of safety. The Town made \$1 million in extra revenue as a result of increased fines and enforcement.

ACTION 2A6: Improve Compliance with Vacant Property Registry

- Albany (NY) – Albany utilizes a Vacant Property Task Force that coordinates the city’s management of vacant properties which is led by a senior city official and was launched using a NY state grant.³⁷
- Baltimore (MD) - To better address vacancy in Baltimore, the City put into place the Vacants for Value program, a data-driven targeted compliance effort for more time-effective handling of a greater number of vacant buildings.³⁸
- Altoona (PA) – Altoona put in place a “classic” vacant property registry with a with an escalating fee provision. The annual vacant property fee increases depending on how long the property is vacant, from 0\$ for less than one year, and increasing around \$500 every additional year. This practice encourages property sale, lease or renovations, discouraging property degeneration and lessening municipal vacant property responsibilities while generating revenues. The property owner is responsible for vacant property registration, and the registration is often triggered by government discovery.³⁹
- Chula Vista (CA) – The Chula Vista vacant property registry “seeks to require mortgage lenders and servicers foreclosing on residential buildings to maintain the buildings after the former owners vacate the buildings”. Lenders are required to inspect foreclosed properties for vacancy upon foreclosure, file vacant properties with the local government, and maintain vacant properties. The city regulation requires lenders to utilize the “Abandonment and Waste Clause” in most mortgages to gain legal access to the property for inspection and maintenance. Chula Vista saw vacant property improvements through this program since lenders were encouraged to comply to avoid fees and liens. Key to the success in Chula Vista is a robust code enforcement program, including

³⁴ <https://raleighnc.gov/Community/content/CommServices/Articles/LandlordTraining.html>

³⁵ <https://www.cicchicago.com/programs/property-management-training/>

³⁶ <https://www2.minneapolismn.gov/business-services/licenses-permits/business-licenses/rental-licenses/rental-property-owner-workshops/>

³⁷ https://www.communityprogress.net/filebin/TASP_Albany_Final_Report.pdf

³⁸ <https://dhcd.baltimorecity.gov/nd/vacants-value>

³⁹ https://www.researchgate.net/publication/43015175_Vacant_Property_Registration_Ordinances

weekly property inspections, which is funded by program fees. Different from the “classic” model, at Chula Vista, both the owner and the lender are obligated to register with the vacant property registry, and registration is triggered by the foreclosure process.⁴⁰

GOAL 2B: HELP BUILDING OWNERS REHAB THEIR BUILDINGS

ACTION 2B1: Provide More Financial Assistance to Homeowners to Improve the Physical Condition of their Homes

- Kingston (NY) - Kingston’s Office of Economic and Community Development (OECD) has been administrating a residential rehabilitation program with federal funding since at least 1988. Over the last three years, with the aid of Community Development Block Grant monies, the City’s OECD has made an annual allocation of \$250,000 to its housing rehabilitation program. The purpose of the funds is to help residential building owners undertake minor to substantial repairs, resolve building code violations, and make necessary structural improvements. Under the program guidelines, financial assistance is available to low- and moderate-income households making less than 80% of area median income. A maximum of \$20,000 is available to each homeowner. OECD does not cover the full cost of the rehabilitation. The building owner must absorb 25% of the total costs of the rehabilitation project through cash investment, in-kind contributions, or sweat equity. Recipients do not need to refund the grants to OECD so long as they stay in the building for ten years.⁴¹

ACTION 2B2: Help Multi-Family Developers and Property Owners Better Access Financial Assistance to Rehabilitate Their Properties

- Chicago (IL) - The City of Chicago loaned HUD grant money to the Delta Reinvestment Institute who matched the public funds with private funds to finance lead-abatement work in affordable rental housing through loans to landlords. The Chicago Department of Environment provided funding for free window replacements to landlords who participated in the lead-abatement financing program. This was a challenging program to administer since dedicated staff was needed and there was a long wait time for loan applications due to the complicated funding structure.⁴²
- Chicago (IL) – The Community Investment Corporation in Chicago runs a multi-family housing rehabilitation grant program, Tax Increment Financing Neighborhood Improvement Program, which pays for 50% of exterior or life safety improvement.⁴³
- Milwaukee (WI) - TCF Bank established a Target Area Home Improvement Program in Milwaukee for loans to rental buildings to match local lead abatement grant programs.⁴⁴
- Omaha (NE) - First National Bank in Omaha provided low interest loans for lead abatement work in specific communities; the money could be used alone or paired with public grant money where eligible.⁴⁵

⁴⁰ https://www.researchgate.net/publication/43015175_Vacant_Property_Registration_Ordinances

⁴¹ https://kingston-ny.gov/filestorage/8399/8469/8547/2019_RESIDENTIAL_REHAB__GUIDELINES.8.26.19a.pdf

⁴² <http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.592.9840&rep=rep1&type=pdf>

⁴³ Ibid.

⁴⁴ Ibid.

⁴⁵ Ibid.

NEWBURGH HOUSING POLICY FRAMEWORK: APPENDIX B (CASE STUDIES & BEST PRACTICES)

- Rhode Island - Medicaid funds were used in Rhode Island for “targeted case management services and window replacement”.⁴⁶
- Missouri – In Missouri, \$1 of every \$1000 of Real Estate Transfer Tax Fee is earmarked for use in lead abatement.⁴⁷
- Suffolk and Nassau Counties (NY) - The Long Island Housing Partnership (LIHP), a land trust, manages a Landlord Ambassador Program funded by the New York State Attorney General “to stabilize the physical and financial health of small medium-sized multi-family buildings (5-50 units) by helping owners navigate (the) process of applying for Homes and Community Renewal (HCR) and other low-cost financing options”. LIHP uses a Property Owner Intake Form, also offered in Spanish, to collect preliminary information prior to the first building inspection. The LIHP website assures applicants that they can help owners with low interest loans and access to public resources even if they are facing foreclosure, have liens, or have violations.⁴⁸
- New York (NY) - Enterprise Community Partners manages a Landlord Ambassador Program with the New York City Department of Housing Preservation and Development. Enterprise tasks local non-profits (Mutual Housing Association of New York – MHANY Management, Northwest Bronx Community and Clergy Coalition, and RiseBoro Community Partnership) to find and engage property owners to enroll in a City regulatory program to guide them in building management practices and to help them gain access to resources for housing preservation, with the goal of keeping helping small-scale landlords keep rents affordable.⁴⁹

ACTION 2B3: Evaluate Potential Adoption of Green Building Codes, Stretch Codes, Energy Efficiency Programs, and Healthy Homes Guidelines

- Syracuse (NY) – The City of Syracuse Lead Program pays for and assists in lead abatement in City residences by EPA Certified contractors. Through this program, the City distributes to eligible applicants U.S. Department of Housing and Urban Development lead-based paint hazard control grant funds awarded to the City.⁵⁰
- Buffalo, Syracuse, Troy, Schenectady, Albany (NY) – These 5 New York Cities have committed to participate in the Green Healthy Home Initiative (GHHI) as official sites where the mission is “to break the link between unhealthy housing and unhealthy families by creating and advocating for healthy, safe, and energy efficient homes”. GHHI focuses on the needs of low-income residents by providing funding and guidance to communities for the development of strategies that create green, safe and healthy homes, and community-based jobs.⁵¹
- Long Island (NY) – Between 2007 and 2009, 10 out of 13 towns in Nassau and Suffolk Counties passed stretch codes that increased energy efficiency requirements for residential buildings in

⁴⁶ Ibid.

⁴⁷ Ibid.

⁴⁸ <http://www.lihp.org/>

⁴⁹ <https://www.lihp.org/lap.html>

⁵⁰ <http://www.syr.gov.net/lead/>

⁵¹ <https://www.greenandhealthyhomes.org/>

local building codes by adopting ENERGY STAR Homes or “Home Energy Rating Index” (HERS) laws. New residential construction in these jurisdictions must either meet ENERGY STAR Homes guidelines or achieve an adequate HERS rating based on analysis by independent HERS raters. The Long Island Power Authority offered \$25,000 incentives to towns that adopted the energy efficiency stretch codes.⁵²

- Austin (TX) – The City of Austin is implementing a citywide electronic water meter program, concurrent with the city-wide installation of electronic smart meters by Austin Energy. At no charge to residents, existing water meters, many of which require monthly reading on foot by public workers, will be replaced by new electronic water meters. The new smart meter system for both water and electricity will provide more accurate, real-time information to utilities and users, increasing system efficiencies, wasting fewer resources, and decreasing utility costs for property owners.^{53 54}
- Syracuse (NY) – The Greater Syracuse Land Bank (GSLB) provides a model for municipal land sales by enforcing energy efficiency standards for purchasers that include air sealing, insulation, and Energy Star appliances. The document also provides to the developer resources for grants and incentives for energy efficient construction work. The land bank conducts inspections to ensure construction work meets energy requirements so that building users will be comfortable and experience reduced heating and cooling bills. The land bank provides additional incentives for implementation of their energy efficiency standards by holding up project financing until these standards are met using an “enforcement mortgage”.⁵⁵
- Chicago (IL) - Community Investment Corporation (CIC), a lender for affordable housing in Chicago, offers to multifamily building owners an Energy Savers Program that includes a free building energy assessment and access to energy upgrade grants and loans. The energy assessment guides the building owner to seal air leaks, increase building insulation, and improve the efficiency of appliances and heating and cooling systems, increasing building comfort and lowering heating and electric bills⁵⁶.

GOAL 2C: INVOLVE TENANTS IN IMPROVING HOUSING CONDITIONS

ACTION 2C1: Educate Tenants About the Building Code and Involve Them in Code Enforcement Process

- Nevada County (CA) - The Building Department of Nevada County prepared a “Did You Know?” campaign aimed at increasing public awareness of the building code through distribution of quarterly newsletters. With a combination of simple text and photographs, the brochures highlighted common code issues⁵⁷.
- Albany (NY) - Albany developed a Vacant Land Working Group to “build social cohesion” around vacancy through community engagement in city process. Using grant money, the committee develop the Albany Vacant Land Tool Kit to educate residents about reuse of vacant land.⁵⁸

⁵² <https://www.aceee.org/files/proceedings/2012/data/papers/0193-000256.pdf>

⁵³ <https://www.austinmonitor.com/stories/2020/03/digital-meter-reading-coming-to-austin-water/>

⁵⁴ <https://austinenenergy.com/ae/residential/residential-services/smart-meters>

⁵⁵ <http://syracuselandbank.org/>

⁵⁶ <https://www.cicchicago.com/programs/energy-savers/>

⁵⁷ <https://www.ca-tt.com/newsletter/december-2017/nevada-county-building-department-news>

⁵⁸ https://www.communityprogress.net/filebin/TASP_Albany_Final_Report.pdf

- Cicero (IL) - The Cicero Building Department provides on one electronic page a user-friendly list of information regarding building permits, code enforcement, property maintenance, property transfers, and vacant buildings, including commonly asked questions, and a 7-step description of the building permit process.⁵⁹
- San Diego (CA) - San Diego encourages citizen reporting of code violations through an online complaint violation report system, violations are prioritized and acted on based on the nature of the violation. The San Diego Code Enforcement web page provides a link to the National Conflict Resolution Center, a mediating service, to encourage citizens to work directly with the property owner to manage code violations prior to reporting to the City.⁶⁰
- Baltimore (MD) - Baltimore took a community approach to fighting blight. In Baltimore, due to legal action, community groups can have standing in nuisance suits. Residents often have inside knowledge about the owners of the blighted properties and can direct action away from the shell companies or LLCs to the actual owners.⁶¹

ACTION 2C2: Convene Landlord Tenant Mediation Forum

- Addison (IL) - Addison created a village Tenant Landlord Commission comprised of 7 members, 4 rental landlords, and 3 tenants, who meet monthly and are charged with reviewing the Housing Inspection Rental Program and developing programs to support the landlord/rental community.⁶²
- New York (NY) - New York City put into place a Citywide Landlord-Tenant Mediation Project in July, 2020, through non-profit Community Dispute Resolution Centers, such as the New York Peace Institute, providing free mediation for tenants and small landlords to manage rental issues related to COVID-19 to avoid litigation and eviction.⁶³
- Brooklyn Center (MN) - Brooklyn Center developed the Association for Responsible Management (ARM), a property manager networking resource with bimonthly meetings at Town Hall to encourage dialogue between city, property owners and tenants.⁶⁴

POLICY THEME III: VITALITY

GOAL 3A: LINK HOUSING POLICY TO ECONOMIC DEVELOPMENT

ACTION 3A1: Update Newburgh's Comprehensive Plan with an Economic Development Strategy

- Hudson Valley (NY) - Other cities in the Hudson Valley that recently completed a comprehensive planning process include New Rochelle, Nyack, Tarrytown, New Castle, Marlboro and Ardsley.

⁵⁹ <https://thetownofcicero.com/departments/building-department/#7Steps>

⁶⁰ <https://www.sandiego.gov/development-services/code-enforcement>

⁶¹ <https://www.communityprogress.net/blog/baltimore-detroit-aggressive-nuisance-properties>

⁶² https://www.addisonadvantage.org/government/village_departments/residential_rental_program.php

⁶³ <https://www1.nyc.gov/site/hpd/news/032-20/mayor-de-blasio-taskforce-racial-inclusion-equity-citywide-landlord-tenant#/0>

⁶⁴ <https://www.ci.brooklyn-center.mn.us/government/departments/community-development/rental-program>

ACTION 3A2: Draft a Coordinated Development Strategy for Underutilized Sites

- Hudson (NY) - The City of Hudson has embarked upon a housing development plan aimed at identifying reuse opportunities for City owned properties. The development plan follow's the City of Hudson's completion of a housing needs assessment.
- Buffalo (NY) - Urban planning students at the State University of New York mapped vacant properties owned by the City of Buffalo using real property data and geographic information systems (GIS) to count over 7,000 vacant lots and analyze strategies for their reuse. With the goal of guiding vacant property reuse policy in the City of Buffalo City, the project was shared with city council members and local non-profits and included recommendations for vacant lot development goals and strategies. In a similar project undertaken by SUNY Buffalo planning students in 2018, the West Side neighborhood of Buffalo was surveyed and mapped for use in property acquisition by the Buffalo Neighborhood Stabilization Company, a non-profit affordable housing developer. These efforts demonstrate how the technical expertise and financial resources of higher education institutions can be utilized to compile reliable property data and develop goals and strategies that benefit community planning work. Important to the success of this type of collaborative work is outreach to stakeholders to understand needs and challenges, the use of a property mapping data system that aligns with systems already in use, and a commitment to training and ongoing system management to ensure that the system will be properly implemented.^{65 66}
- Trenton (NJ) – The NJ Vacant Property Inventory in Trenton sought to document the scale and condition of vacancy in Trenton to aid in redevelopment efforts. Using grant funding, the Trenton Neighborhood Restoration Campaign developed a comprehensive parcel-based property survey of vacant buildings and land in Trenton.⁶⁷
- Detroit (MI) – Since access to municipal property-based data can be limited and organized for agency use, the Motor City Mapping in Detroit sought to make use of the information less challenging for non-profits and the public. The first phase of Detroit vacant parcel documentation was undertaken by 150 Detroit who surveyed and took photos of Detroit properties. Land surveys are kept current on an electronic database available to the public through a parcel-by-parcel City map, and current public record information is accessible on the City of Detroit's Open Data Portal.⁶⁸

ACTION 3A3: Publish Clear Development Guidelines on Housing Approvals, Incentives, and Disposition of City-owned Land

- New Rochelle (NY) – The City of New Rochelle published a step-by-step guide for development in New Rochelle's downtown overlay zone. The guide shows the boundaries of the overlay zone, summarizes all the key land use regulations, outlines density bonuses, presents potential development scenarios, provides clear guidance on mitigation fees, and outlines affordability requirements.⁶⁹

⁶⁵ https://www.comm-dev.org/images/CDS_Practice/KnightEtal2018.pdf

⁶⁶ <https://suny.buffalostate.edu/news/urban-planning-students-id-vacant-city-lots-possible-reuse>

⁶⁷ <https://www.restoringtrenton.org/map>

⁶⁸ <https://motorcitymapping.org/#t=overview&s=detroit&f=all>

⁶⁹ <https://www.newrochelleny.com/DocumentCenter/View/6823/Step-by-Step-Guide?bidid=>

GOAL 3B: IMPROVE HOMEOWNERSHIP OPPORTUNITIES

ACTION 3B1: Help Newburgh Residents Finance Homes in Newburgh

- Troy (NY) - The City of Troy has partnered with TRIP to provide clear information on homeownership assistance programs that are made available to local residents.⁷⁰
- Capital District (NY) - Many Capital District localities in New York have used HOME funds to provide down payment or closing cost assistance to first-time homebuyers. These localities include Troy, Schenectady, Colonie, and Albany.
- Duluth (MN) - One Roof's Community Land Trust program in Duluth offers free one-on-one homebuyer counseling sessions and requires buyers applying for land trust homes to complete an eight-hour, HUD-certified homebuyer education class and attend an orientation session about the community land trust program.⁷¹

ACTION 3B2: Provide more Diverse Pathways to Homeownership

- Cleveland (OH) – The Cleveland Housing Network converts Low-income Housing Tax Credit (LIHTC) scatter site rentals to homeownership opportunities. Annually, the Cleveland Housing Network gains control of 50-100 scattered site single-family homes, establishes a Limited Partnership, applies for tax credits, then manages the properties for 15 years in a lease-to-purchase program. Tenants must have household incomes below 60% AMI and are offered guidance and financial support as their rental payments build toward home ownership.⁷²
- Hempstead (NY) - The Hempstead Community Land Trust was set up and funded by the Hempstead Community Development Agency as a generational wealth-building model where land ownership is retained by the land trust, and resale of affordable housing units are based on a formula that allows a small amount of appreciation to keep the housing affordable for multiple families. The Hempstead Community Land Trust benefits by a close government relationship with the Hempstead Community Development Agency that provides the land trust with funding, fiscal agency, grant monitoring and oversight, homeowner down payment and closing cost assistance, expedited town approvals, and homeowner tax abatement programs. Homeowner success is further aided by land trust screening of potential property owners, guidance on the purchasing and renovation process, and ongoing “housing counseling sessions” to help troubleshoot homeownership problems.⁷³
- Chicago (IL) - The Chicago Community Land Trust is a part of the City of Chicago Department of Housing and Economic Development and engages in affordable housing development without land trust ownership of land. Chicago inclusionary zoning requirements generate the Chicago Community Land Trust affordable housing development work. The Chicago organization sells affordable homes to new owners bound by restrictive covenants that limit resale at an affordable price, establish a maximum income level for the buyer, and require owner-occupancy. As a government entity, the land trust coordinates with the county Assessor's Office to keep affordable

⁷⁰ <http://www.triponline.org/homeownership/homebuyer-down-payment-assistance/>

⁷¹ <https://www.1roofhousing.org/programs-services/community-land-trust-program/>

⁷² <https://chnhousingpartners.org/real-estate-and-partner-services/explore-our-projects/project/lease-purchase-homes/>

⁷³ <https://www.youtube.com/watch?v=QUdRcf9WaYA&list=PLSJFUS0hHgXTslkrGZUTOLQGUTaj1Q0qh&index=3>

housing property taxes low by using the affordable price rather than the market value as a tax basis.⁷⁴

- Burlington (VT) - Faced with rising housing costs in Burlington, the Champlain Housing Trust was developed from a network of local nonprofits focused on affordable housing development. Following goals established by the City of Burlington, the Champlain Housing Trust takes properties out of the private market through to develop a range of permanent affordable housing types for both renters and homeowners providing “stepping stones” to home ownership, and eventual market-rate home ownership. The Champlain Housing Trust benefits from a broad range of partners in Burlington which generates a powerful network of political advocacy and legislative support for the local CLT work.⁷⁵
- Washington (DC) – The E Street Cooperative is a 10-unit limited equity cooperative in a Washington, DC, neighborhood experiencing rapidly increasing property values. The cooperative was initiated through the tenant purchase of the building in 2008 and secured through renovations and financing put in place in 2017 by City First Enterprises, a Community Development Financial Institution. Limited equity cooperatives can provide deeply affordable and long-term housing through shared building ownership that enforce restricted resale values and limit income levels for potential members. Local governments can support limited equity cooperatives through public financing, property tax breaks, right of first refusal, and general support. Popular in the '60s and '70s in new buildings when a variety of housing financing options were available, this housing tool has more recently been utilized through the conversion of existing buildings.^{76 77}
- Boston (MA) - The Doña Betsaida Gutiérrez Cooperative was established in the Jamaica Plain neighborhood of Boston in 2010 as a redevelopment of a former church into housing. Ideally sized between 20 and 50 units where an economy of scale is reached without diluting collective governance, the 36-unit project is owned by the limited equity cooperative, built by local developers, and funded by Harvard's 20/20/2000 Initiative, a low interest loan program for Boston and Cambridge neighborhoods.^{78 79}
- San Francisco (CA) - In 1998, tenants in a building in San Francisco's Chinatown protested to save their home from demolition and were awarded an option for building ownership. In 2006, the San Francisco Community Land Trust obtained community support to finance the purchase of the 21-unit mixed-use building and worked with the residents to set up the Columbus United Cooperative and undertake substantial building renovations. In San Francisco, the formation of the limited equity cooperative was driven by the needs of the tenant community and made possible by the land trust through land ownership, financing expertise, and stewardship. Community land trusts can serve a cooperative by removing the cost of the land from the collectively owned cooperative,

⁷⁴ https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2344781

⁷⁵ <https://docs.google.com/viewerng/viewer?url=https://community-wealth.org/sites/clone.community-wealth.org/files/downloads/paper-niedt-silver.pdf>

⁷⁶ <https://shelterforce.org/2017/04/25/will-limited-equity-co-ops-make-comeback/>

⁷⁷ <https://www.cfenterprises.org/affordable-housing/>

⁷⁸ <https://news.harvard.edu/gazette/story/2010/11/a-housing-dream-come-true/>

⁷⁹ <https://groundedsolutions.org/sites/default/files/2018-11/Limited%20Equity%20Co-ops%20by%20Community%20Land%20Trusts.pdf>

and by providing an opportunity for a blanket mortgage for a multi-unit property making it easier for homeowners to obtain financing.⁸⁰

GOAL 3C: INCREASE COMMUNITY CONNECTIONS

ACTION 3C1: Expand Services, Programs, and Resources at Community Centers

- The Metropolitan Alliance of Connected Communities is an alliance of St. Paul community centers, social service providers, health clinics, and youth organizations. Formed in 1999, the Alliance facilitates coordination and information sharing between its members.⁸¹

ACTION 3C2: Enhance the Safety and Aesthetic Beauty of City Streets, Parks, and Playgrounds

- New Haven (CT) – The Urban Resource Initiative (URI), a program of the Hicks Center for Urban Ecology at the Yale School for the Environment, in partnership with the City of New Haven Parks, Recreation and Tree Department, runs a free tree planting program. Residents can request to have a tree planted near their home in exchange for weekly watering of the tree for 3 years and notification to URI of any problems with the new tree. The URI uses their Greenskills program to plant the tree that “provides meaningful paid work experience to youth and adults transitioning back to the labor force”.^{82 83}
- Baltimore (MD) – Project Creating Opportunities for Renewal and Enterprise (C.O.R.E.) is a joint project between The Maryland Department of Housing and Community Development and the City of Baltimore “to demolish or rehabilitate vacant and blighted properties in Baltimore City to create green space for redevelopment”. In one example, groups of buildings are demolished and replaced by a community park. Demolition of homes in Baltimore is perceived by some as biased against local black residents.^{84 85}

ACTION 3C2: Expand Support for Neighborhood Serving Businesses

- Best practices for supporting local businesses in smaller towns can be found through Main Street America.⁸⁶

⁸⁰ <https://sfclt.org/properties>

⁸¹ <https://macc-mn.org/AboutUs/OurStory.aspx>

⁸² <https://uri.yale.edu/get-involved/request-free-tree>

⁸³ <https://uri.yale.edu/programs/greenskills>

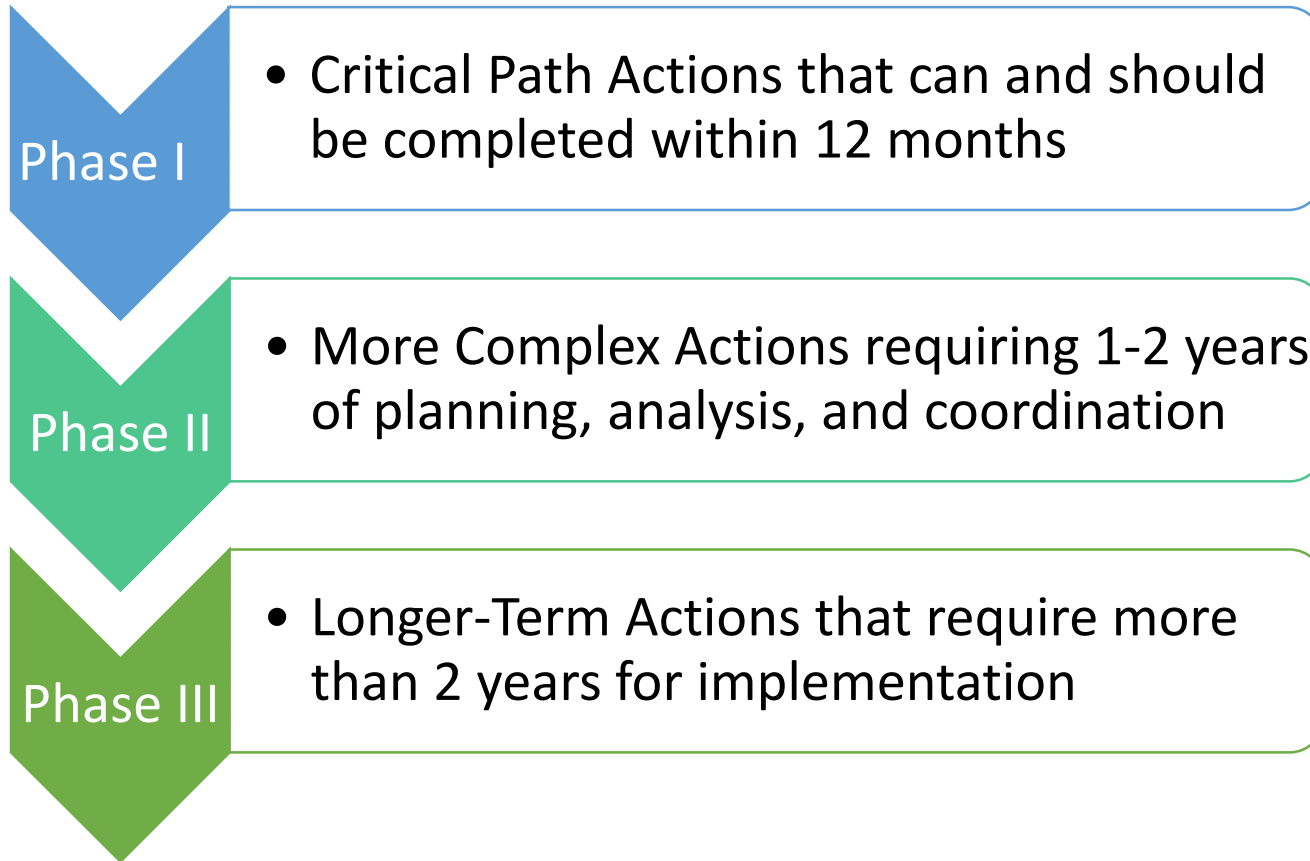
⁸⁴ <https://dhcd.maryland.gov/projectcore/Pages/default.aspx>

⁸⁵ <https://www.washingtonpost.com/graphics/local/baltimore-life-death-and-demolition/>

⁸⁶ <https://www.mainstreet.org/home>

Newburgh Housing Policy Framework Appendix C - Implementation Tracker

The Implementation Tracker is a tool to help the City's housing stakeholders implement the actions proposed in the Newburgh Housing Policy Framework. The tracker should not be considered a fixed document but rather one that is continually updated to reflect changing housing needs, the formation of new implementation partners, the release of new funding opportunities, and the milestones achieved on each action.



EQUITY GOAL 1A: PREVENT HOUSING DISCRIMINATION, RACIAL SEGREGATION & DISPLACEMENT

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 1A1: Document the City's Experience with Urban Renewal, Displacement, and Segregation	<p>Increased community awareness of urban renewal history and its enduring effects.</p> <p>Reversal of urban renewal's impacts through the removal of racial and economic barriers to housing access.</p>	Phase I	<p>Housing Coalition with support from City of Newburgh Department of Planning and Development;</p> <p>City of Newburgh Library;</p> <p>Professional historians & multi-media Producers.</p>	<p>(1) Prepare a research & production agenda for urban renewal documentary.</p> <p>(2) Draft RFP for historians & multi-media producers.</p> <p>(3) Produce documentary of Newburgh's experience with urban renewal.</p> <p>(4) Broadly distribute documentary to all residents and housing stakeholders.</p>	NYS Funding; Foundations	
ACTION 1A2: Update the City's Fair Housing Laws & Enforcement Mechanisms	Elimination of housing discrimination claims by City of Newburgh residents.	Phase I	<p>City of Newburgh Law Department</p> <p>Housing Coalition</p> <p>Newburgh Human Rights Commission;</p> <p>Hudson Valley Legal Services;</p> <p>Newburgh City Council</p>	<p>(1) Revise Newburgh's Fair Housing Code and the Newburgh Human Rights law to align with federal and state housing laws.</p> <p>(2) Publicize the revised law to all property owners, thereby giving "notice" to landlords and property managers that housing discrimination is illegal under Newburgh's Local Laws while also enhancing tenant awareness of fair housing protections.</p> <p>(3) Determine the feasibility of providing fair housing reporting and enforcement mechanisms either within the City of Newburgh through a resurrected Office of Fair Housing or through a newly created private nonprofit fair housing organization that serves City of Newburgh residents.</p> <p>(4) Integrate recommendations from Newburgh Anti-displacement Study into the Work Plan for the Office of Fair Housing.</p>	HUD's Fair Housing Initiative Program	
ACTION 1A3: Partner with Orange County on Regional Affordable Housing Plan	<p>Increased number of multi-family and affordable housing units in Orange County across Orange County.</p> <p>Removal of racial disparities in housing access.</p> <p>Racial and economic integration of Orange County's racially and economically diverse populations.</p>	Phase II	<p>City of Newburgh Department of Planning & Development with support from Housing Coalition</p> <p>Orange County Department of Planning</p>	<p>(1) Engage Orange County Department of Planning & Development in a series of conversations on regional housing policy strategies.</p> <p>(2) Form an Orange County Housing Policy Working Group.</p> <p>(3) Undertake an Orange County Housing Needs Assessment and Policy Framework.</p>		

GOAL 1B: PREVENT HOMELESSNESS

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 1B1: Improve Coordination and Information Sharing Between the City, County, and Social Service Providers for Programs Targeting Newburgh's Most Vulnerable Populations	Reduction in the number of homeless persons in the City of Newburgh.	Phase I	City of Newburgh Department of Planning & Development Orange County Social Services Department Social Service Providers (Catholic Charities; Newburgh Interfaith Project Life, Independent Living / Independent Home Care; Fearless Hudson Valley; RECAP; Safe Harbors of the Hudson)	(1) Reconvene CORE Stakeholder Group including representatives from all the key social service providers within the City of Newburgh. (2) Prepare Community Social Services Needs Assessment Update. (3) Prepare a Quarterly Tracking Report (similar to the data dashboard from CORE) that tracks socio-economic conditions, tracks progress in meeting social service needs and connects all social services entities through a common data platform.	New York State; Private Foundations	
ACTION 1B2: Strengthen and Expand Eviction Prevention Programs	Reduction in the number of evictions in the City of Newburgh.	Phase I	Non-Profit Organizations (Legal Services of Hudson Valley, Newburgh Ministries); Newburgh Housing Authority; Newburgh Housing Authority Orange County Landlord Association Enforcement Bodies (City of Newburgh City Court; City of Newburgh Legal Department; City of Newburgh City Marshall; Orange County Supreme Court; Orange County Sheriff Civil Unit).	(1) Work with Newburgh Housing Authority to establish a Family Self-Sufficiency Program. (2) Scale up work of the Legal Services of Hudson Valley to provide tenant education sessions and organize tenants into tenant advocacy groups. Ensure easy access to legal resources through City organizations and websites. (3) Explore the benefits of a state-wide organization to offer tenant education services rather than a city or county organization. (4) Evaluate potential of a Just Cause Eviction Law.	HUD funding for FSS programs; Emergency Shelter Grants; CDBG monies	
ACTION 1B3: Expand Shelter Facilities and Permanent Housing for Newburgh's Homeless and Most Vulnerable Populations	Increased number of temporary and permanent housing units for very low-income residents.	Phase II	Orange County Department of Social Services; City of Newburgh Department of Planning & Development Non-Profit Organizations (Legal Services of Hudson Valley, Newburgh Ministries);	(1) Secure funding for expansion of the City's warming center, Project Life's housing facilities, and Newburgh Ministries shelter. (2) Secure increase funding to expand the Rapid Rehousing program.	HUD Emergency Shelter Grants, FEMA Housing Monies	

GOAL 1C: REDUCE HOUSING COSTS

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 1C1: Reduce Property Taxes for Homeowners	Stabilization of property tax increases especially for low-income population.	Phase III	City of Newburgh Department of Planning & Development with support from SEDAC	<p>(1) Update Newburgh's Comprehensive Plan with an Economic Development Strategy to increase revenues from commercial properties and reduce the homeowner tax burden.</p> <p>(2) Develop shared services plan with neighboring localities and Orange County.</p>	New York State Shared Services Initiative	
ACTION 1C2: Evaluate City's Eligibility for Adopting Rent Stabilization	Conclusion about the scale of effectiveness of rent stabilization in reducing housing cost burdens.	Phaser I	City of Newburgh Department of Planning & Development	<p>(1) Engage a consultancy to perform the vacancy analysis and building inventory.</p> <p>(2) Determine the number of units that would be eligible for rent stabilization and the impact on housing cost burdens.</p>	NYS Grant	
ACTION 1C3: Evaluate Procedures for Existing Rental Assistance Programs	<p>Expansion of the number of households eligible for rental assistance.</p> <p>Increased diversity of housing types and geographic range of homes available to voucher holders.</p> <p>Prioritization of households with most critical needs for rental assistance; Increased diversity and geographic range of housing units available to voucher holders.</p>	Phase II	<p>Newburgh Housing Authority;</p> <p>Pathstone;</p> <p>Orange County Department of Social Services;</p> <p>Hudson Valley Legal Services.</p>	<p>(1) Evaluate the criteria and procedure for determining the granting of vouchers.</p> <p>(2) Analyze the effects of the Housing Voucher program on residential mobility, both geographic and economic.</p> <p>(3) Review the buildings, housing types, and locations in which Housing Voucher recipients are housed in terms of quality of life, access to resources, and racial integration.</p>		

GOAL 1D: PRESERVE AND EXPAND AFFORDABLE HOUSING SUPPLY

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 1D1: Undertake Affordable Housing Re-Education Program	Better understanding by Newburgh's diverse communities of the broad kinds of housing that constitute "affordable housing" and the full range of housing needs in Newburgh.	Phase I	City of Newburgh Department of Planning & Development	<p>(1) Broadly present Newburgh's housing needs assessment.</p> <p>(2) Anchor housing needs within broader context of Newburgh's history and enduring racial disparities.</p> <p>(3) Present communities the broad range of building scales, design approaches, unit mixes, and price points that characterize various kinds of affordable housing.</p>	Private Foundation	
ACTION 1D2: Assess Potential for Increasing Allowable Densities Throughout the Broadway Corridor	Higher number of new housing units that are built within a 1/4 mile distance of the full length of Broadway.	Phase I	City of Newburgh Department of Planning & Development	(1) Rezone the Broadway Corridor as a Transit Oriented District, providing an incentive based system that grants developers the ability to build at significantly higher densities in exchange for providing community benefits including higher amounts of affordable housing for residents at all price points including very low-income households living substantially below the City of Newburgh's AMI.		
ACTION 1D3: Attract a Wide Variety of Affordable Housing Developers	Higher number of affordable housing developers in Newburgh.	Phase II	<p>City of Newburgh Department of Planning & Development</p> <p>All of Newburgh's non-profit housing associations</p>	<p>(1) Collaborate with non-profits to create funding mechanisms and development partnerships that would enable limited equity coops and community land trusts.</p> <p>(2) Identify opportunities to attract a greater variety of affordable housing developers through tax incentives, streamlined land use approvals, and density bonuses.</p>		

GOAL 1D: PRESERVE AND EXPAND AFFORDABLE HOUSING SUPPLY

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 1D4: Adopt Mandatory Inclusionary Housing Options for Multifamily Development on Both Privately Owned and City Owned Land	(1) Creation of new housing supply that is affordable at all price points for City of Newburgh residents including low-income and very low-income residents.	Phase I	City of Newburgh Department of Planning & Development w/ support from Housing Coalition	(1) Apply mandatory inclusionary housing to all housing development in which more than 10 units are proposed for construction.		
	(2) Economic and racial integration of new tenant population through requirement of wide price points as well as the building of affordable housing on the site of the new development. (3) Utilization of city-owned land to address long-standing economic and racial barriers to quality housing		City of Newburgh Legal Department City of Newburgh City Council	(2) Define affordability in terms of tenants paying no more than 30% of their income for housing; (3) For housing development on private land, provide a variety of ways that developers can meet affordability requirements such as making 20% of all units affordable to households making less than 60% of AMI or 15% of all units at less than 50% AMI. Offer other options aimed at even deeper levels of affordability. (3) For housing development on city owned land, provide a variety of ways that developers can meet affordability requirement such as making 30% of all units affordable to households making less than 60% of AMI or 25% of all units at less than 50% of AMI. Offer other options aimed at even deeper levels of affordability. (4) For all properties subject to inclusionary housing requirements, require that all affordable units be built on-site. (5) Require that all affordable units built under inclusionary housing requirements remain affordable for a period of no less than 50 years.		

GOAL 2A: REFORM CODE ENFORCEMENT PROCESS

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 2A1: Increase the Capacity, Knowledge Base, and Skill Levels of the City's Code Compliance Department	Creation of a regularized on-site and customized training program for code compliance staff.	Phase II	City of Newburgh's Department of Buildings & Code Compliance	<p>(1) Re-evaluate the hiring process historically used for recruiting staff in the Code Enforcement Department and contact other municipal building departments for guidance on recruitment strategies.</p> <p>(2) Revise the job descriptions, pay grades, and qualification requirements for the City of Newburgh's Code Enforcement Officers.</p> <p>(3) Identify a Code Enforcement Training Consultant who can provide on-site training to code enforcement officers for onboarding as well as regularized refresher courses. The Training Consultant should also ensure all Department workers are fully versed in the building department's standard operating procedure as well as the City's two technology platforms, Building Blocks and Muncity.</p> <p>(4) Deploy the Department's expanded and better trained labor force to increase the number of inspections, undertake quality of life sweeps, track violations, and follow-up with compliance efforts.</p> <p>(5) Identify opportunities for adding more specialized positions such as inspectors focused on building approvals.</p>		
ACTION 2A2: Improve the Use of Technology as a Tool for Tracking and Publishing Violations, Enforcement Steps, Owner Response, and Judicial Status	Real time publication of all building code violation status updates.	Phase I	City of Newburgh's Department of Buildings & Code Compliance	<p>(1) Complete transition from IPS to Muncity.</p> <p>(2) Continue path to making Building Blocks universally available and create opportunities for the public to learn how to use it.</p> <p>(3) Use the technology platforms to track inspections, quality of life sweeps, building violations, and code resolutions.</p> <p>(4) Use the new technology platforms to develop targeted neighborhood specific code enforcement strategies that focus upon areas within the city where there may be clusters of abandoned, distressed, or vacant buildings.</p> <p>(5) Use the reporting functions from the two technology platforms in tandem with the vacant and rental registries to regularly update other agencies and the public at large about code enforcement violations, remedies pursued, and the ongoing status of resolution.</p>	City RISE	

GOAL 2A: REFORM CODE ENFORCEMENT PROCESS

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 2A3: Increase Compliance with the Existing Rental Registry Program and Make it More Robust.	100% compliance with the rental registry.	Phase I	City of Newburgh's Department of Buildings & Code Compliance	<p>(1) Hire Rental Registry Clerks to administer the rental registry program, monitor compliance, and share the registry data with other agencies.</p> <p>(2) Evaluate the potential for strengthening the Rental Registry Program by distinguishing code compliant buildings from non-code compliant buildings. Require noncompliant landlords to obtain a license type that imposes more onerous standards and mandates training. Reward compliance landlords with fewer licensing requirements, inspections and renewals, and more training requirements.</p> <p>(3) Encourage owner compliance with the Rental Registry Program by publishing code enforcement violations through Building Blocks.</p>	City RISE	
ACTION 2A4: Provide Education and Training to Landlords on Code Compliance, Building Management Best Practices, and Rehabilitation Techniques	Creation of a regularized on-site and customized training program for code compliance staff.	Phase II	City of Newburgh's Department of Buildings & Code Compliance	<p>(1) Establish a building code training program in partnership with other housing providers, non-profit organizations, lenders, and educational institutions.</p> <p>(2) Make the training available to all landlords but mandate it for all landlords deemed non-compliant as part of the rental registry inspection process.</p>	City RISE	
ACTION 2A5: Mandate Minimum Penalties for Building Code Violations to Ensure Compliance	Reduction in building code violations.	Phase I	City of Newburgh Legal Department	(1) Mandate minimum financial penalties for building code violations as well as failures to reply with court orders in accordance with the code enforcement recommendations prepared by the New York State Senate Committee on Investigations and Government Operations.		
ACTION 2A6: Improve Compliance with Vacant Property Registry	100% Compliance with vacant property registry.	Phase I	City of Newburgh's Department of Buildings & Code Compliance	<p>(1) Standardize the procedure for maintaining the registry so that the functions can be shared between multiple staff persons within the Department of Building.</p> <p>(2) Continue to publish reports on the Vacant Property Registry through Building Blocks and make these reports widely available to the public.</p> <p>(3) As part of the Code Enforcement Task Force, form a Vacant Property Working Group charged with supervising compliance with the registry by landowners.</p> <p>(4) Continue to use FYI Newburgh as a means for residents to report vacant buildings to the City.</p> <p>(5) Develop best practice guides for rehabilitation and redevelopment of vacant properties and sites along with clear directions for property owners to navigate the building permit and land use approval process.</p>	City RISE	

GOAL 2B: HELP BUILDING OWNERS REHAB THEIR BUILDINGS

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 2B1: Provide More Financial Assistance to Homeowners to Improve the Physical Condition of their Homes	Reduction in building code violations.	Phase II	City of Newburgh Department of Planning & Development	<p>(1) Evaluate potential administrators for a housing rehabilitation fund including the City of Newburgh as well as non-profit financial institutions.</p> <p>(2) Establish income requirements that limit eligibility for financial assistance to low-income homeowners.</p> <p>(3) Formalize an application process in which recipients are required to provide the scope of the proposed rehabilitation and affirm ability to match the financial assistance with a personal contribution.</p> <p>(4) Supervise completion of the rehabilitation efforts and inspect the building for code compliance.</p>	New York State Downtown Revitalization Initiative	
ACTION 2B2: Help Multi-Family Developers and Property Owners Better Access Financial Assistance to Rehabilitate Their Properties	Reduction in building code violations.	Phase II	<p>City of Newburgh Department of Planning & Development;</p> <p>Banks and Financial Institutions (Community Capital, Key Bank);</p> <p>RUPCO.</p>	<p>(1) Evaluate the effectiveness of the existing rehabilitation funds, the Newburgh Housing Remediation Fund and the Landlord Ambassador Program.</p> <p>(2) Initiate partnerships with other financial and philanthropic institutions receptive to loan programs for rehabilitation initiatives in targeted Newburgh neighborhoods.</p>	Banks and Financial Institutions	
ACTION 2B3: Evaluate Potential Adoption of Green Building Codes, Stretch Codes, and Healthy Homes Guidelines	Reduction in the carbon footprint of all housing units in the City of Newburgh.	Phase II	City of Newburgh Department of Buildings & Code Compliance with support from City of Newburgh Conservation Advisory Council	<p>(1) Evaluate, document, survey, and map public health and environmental hazards in Newburgh's housing stock. These hazards include:</p> <ul style="list-style-type: none"> - Lead and Asbestos Levels - Mold - Pests - Water contamination - High Energy utilization <p>(2) Prepare best practice guide for green and healthy home interventions.</p> <p>(3) Identify potential methods for incentivizing property owners to comply with best practices including:</p> <ul style="list-style-type: none"> - Low interest loans or grants for energy efficiency retrofits - Streamlined development approvals - Waiving of development fees - Tax abatements <p>(4) Distribute information on metering systems and NYSERDA's Home Energy Efficiency Program to all Newburgh property owners and tenants.</p>	NYSERDA	

GOAL 2C: INVOLVE TENANTS IN IMPROVING HOUSING CONDITIONS

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 2C1: Educate Tenants About the Building Code and Involve Them in Code Enforcement Process	Reduction in building code violations.	Phase I	City of Newburgh's Department of Buildings & Code Compliance with support from Housing Coalition Hudson Valley Legal Services	<p>(1) Distribute a Tenant Rights and Responsibilities Guide that provide residents with the following information:</p> <ul style="list-style-type: none"> - Key requirements under the building code - Tenant rights including those adopted under the New York State Tenant Protection Act - Tenant responsibilities including those outlined under the Rental Property Registry - Resources including pathways for reporting a building violation or securing legal representation - Using the newly formed Code Enforcement Task Force, host regular neighborhood outreach events that share information about the building code, illegal violations, and pathways for resolution. <p>(2) In addition to posting code enforcement information on the City website, also publish regular reports from BuildingBlocks and Muncity so that residents are able to identify, map, and track building violations and their eventual corrections.</p> <p>(3) Recruit members of the community to participate in a "Citizen Inspector Program" in which citizens are trained by Code Enforcement Officers to identify potential code enforcement issues through community led exterior inspections and quality of life sweeps.</p>	Private Foundations	
ACTION 2C2: Convene Landlord Tenant Mediation Forum	Reduction in building code violations.	Phase I	Newburgh Housing Coalition and Community Voices Heard Orange County Landlord Association Newburgh Tenant Associations Hudson Valley Legal Services	<p>(1) Establish a Landlord-Tenant Forum comprised of both landlords and tenants with the following activities:</p> <ul style="list-style-type: none"> - Delivery of building code education and training programs for both tenants and landlords - Provision of mediation facilities for landlord-tenant disputes - Distribution of materials on landlord and tenant rights of responsibilities under the rental registry - Periodic updates on rental and vacant property registries 		

GOAL 3A: LINK HOUSING POLICY TO ECONOMIC DEVELOPMENT

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 3A1: Update Newburgh's Comprehensive Plan with an Economic Development Strategy	identification of the economic barriers faced by Newburgh residents and formulation of concrete strategies for attracting jobs, vocational training, investment, ratables, and opportunities for building community equity to the City of Newburgh	Phase I	City of Newburgh Department of Planning & Development and SEDAC Orange County Departments of Economic Development & Planning Newburgh Industrial Development Agency Newburgh Housing Coalition	(1) Establish leadership for economic development. (2) Assess local and regional economic base. (3) Document Socio-economic conditions and disparities. (4) Analyze barriers to economic opportunity. (5) Align Housing Policies and Economic Policies.		
ACTION 3A2: Undertake a Coordinated Development Strategy for Underutilized Sites	Increase in tax revenue from commercial properties	Phase II	City of Newburgh Department of Planning & Development and SEDAC Orange County Departments of Economic Development & Planning Newburgh Industrial Development Agency Newburgh Housing Coalition	(1) Inventory the City's underutilized, vacant, and distressed properties including abandoned residential buildings, underperforming commercial or industrial sites, and houses of worship. (2) Identify sites and clusters of sites with the greatest potential for achieving the City's housing and economic development goals. (3) Attach development sites to recommended land use scenarios (4) Undertake detailed area planning for the Broadway corridor and the waterfront in which core planning principles are defined to stipulate the optimal mix of land uses, unit mix, affordability targets, and urban design approach. (5) Identify the public infrastructure improvements including transit service and open space that would be required for the proposed reuse strategies. (6) Advance implementation of the reuse strategies through the coordinated efforts of the City of Newburgh's Planning Department, Orange County, current land owners, private developers, and non-profit developers including the proposed Community Land Trust.	NYS ESD	

GOAL 3A: LINK HOUSING POLICY TO ECONOMIC DEVELOPMENT

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 3A3: Publish Clear Development Guidelines on Housing Approvals, Incentives, and Disposition of City-owned Land	Attraction of development to Newburgh that is responsive to community needs.	Phase I	City of Newburgh Department of Planning & Development and SEDAC Orange County Departments of Economic Development & Planning Newburgh Industrial Development Agency Newburgh Housing Coalition	(1) Clarify the rules and requirements regarding housing development in the City of Newburgh including inclusionary housing requirements, zoning requirements, tax policies, and the affordable housing trust fund. (2) Establish clear criteria for approving housing developments on private as well as City-owned land. (3) Establish clear threshold requirements for awarding tax abatements to housing developments based upon their fulfilling critical housing needs, serving economic development objectives, and achieving fiscal returns. (4) Broadly engage the community in a review of the proposed criteria for both project approvals and tax abatement awards. (5) Prepare a guidebook that clearly presents the City’s development rules and requirements.		

GOAL 3B: IMPROVE HOMEOWNERSHIP OPPORTUNITIES

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 3B1: Help Newburgh Residents Finance Homes in Newburgh	Increased levels of homeownership in Newburgh especially for lower-income households and elimination of the racial disparities in housing access.	Phase II	<p>City of Newburgh Department of Planning and Development</p> <p>Non-profit organizations and housing providers (Pathstone, RUPCO, Habitat, RDAC, Newburgh Land Bank)</p> <p>Mortgage Lending Institutions (TD Bank, Sterling National Bank, Ulster Bank, Rhinebeck Bank)</p>	<p>(1) Prepare a homeownership guide for Newburgh residents that outlines all available federal, state, county, local, and private resources.</p> <p>(2) Increase the City's funding for homeownership assistance through the CDBG.</p> <p>(3) Designate one of the City's non-profit organizations with the creation of a homeownership information center that provides a local contact and repository of information.</p> <p>(4) Establish a relationship with a local bank, perhaps the one used by the City of Newburgh, that will assume a more proactive role in homeownership counseling and local mortgage lending.</p>		
ACTION 3B2: Provide more Diverse Pathways to Homeownership	Increase levels of homeownership in Newburgh especially for lower-income households and elimination of the racial disparities in housing access.	Phase III	<p>City of Newburgh Department of Planning and Development</p> <p>Non-profit organizations and housing providers (Pathstone, RUPCO, Habitat, RDAC, Newburgh Land Bank)</p> <p>Banks and Financial Institutions (Community Preservation Corporation, Community Capital, Leviticus Fund)</p>	<p>(1) Rezone Newburgh's Broadway corridor to allow for higher density housing for the entire area within ¼ mile of Broadway.</p> <p>(2) Identify existing multi-family buildings, vacant or underutilized suites that are suitable for limited equity coops.</p> <p>(3) Help multi-family housing developers better access the financing required to ensure that new units are affordable.</p> <p>(4) Advocate for Adoption of Federal Homeownership Assistance Programs.</p> <p>(5) Encourage existing non-profit organizations in Newburgh to continue exploring different opportunities for creating affordable owner occupied units.</p>		

GOAL 3C: INCREASE COMMUNITY CONNECTIONS

ACTION	TARGETED OUTCOMES	IMPLEMENTATION PHASE	RESPONSIBLE PARTIES	IMPLEMENTATION STEPS	FUNDING OPPORTUNITIES	CURRENT STATUS
ACTION 3C1: Expand Services, Programs, and Resources at Community Centers	Increased community utilization of community services; Increased collaborations between different community centers; greater level of social cohesion and integration of Newburgh's diverse populations.	Phase II	Orange County Department of Social Services	(1) Convene Community Center Alliance		
ACTION 3C2: Enhance the Safety and Aesthetic Beauty of City Streets, Parks, and Playgrounds	Higher quality of life and access to park space in Newburgh neighborhoods.	Phase III	Newburgh Departments of Public Works, Engineering, and Recreation	(1) Draft City of Newburgh's Open Space & Recreation Plan		
ACTION 3C2: Expand Support for Neighborhood Serving Businesses	Increased number of locally owned businesses and reduction in commercial storefront vacancies.	Phase II	SEDAC	(1) Evaluate impact of zoning on small business preservation and development. . (2) Organize business community into a local chamber of commerce. (3) Partner with State University of New York Orange County to create training programs for entrepreneurship in partnership with local businesses. (4) Expand access to capital for local businesses. (5) Identify opportunities for marketing small businesses in Newburgh.		

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four

McK.Unconsol.Laws T. 23, Ch. 5, Refs & Annos

[Currentness](#)

McKinney's Unconsolidated Laws T. 23, Ch. 5, Refs & Annos, NY UNCON LAWS T. 23, Ch. 5, Refs & Annos
Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8621

§ 8621. Short title

[Currentness](#)

This act ¹ shall be known and may be cited as the “emergency tenant protection act of nineteen seventy-four”.

Credits

(L.1974, c. 576, § 4 [§ 1].)

Footnotes

¹ L.1974, c. 576, § 4.

McKinney's Unconsolidated Laws § 8621, NY UNCON LAWS § 8621

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8622

§ 8622 Legislative finding

Effective: June 14, 2019

[Currentness](#)

The legislature hereby finds and declares that a serious public emergency continues to exist in the housing of a considerable number of persons in the state of New York, that such emergency necessitates the intervention of federal, state and local government¹ in order to prevent speculative, unwarranted and abnormal increases in rents; that there continues to exist in many areas of the state an acute shortage of housing accommodations caused by continued high demand, attributable in part to new household formations and decreased supply, in large measure attributable to reduced availability of federal subsidies, and increased costs of construction and other inflationary factors; that a substantial number of persons residing in housing not presently subject to the provisions of this act or the emergency housing rent control law² or the local emergency housing rent control act³ are being charged excessive and unwarranted rents and rent increases; that preventive action by the legislature continues to be imperative in order to prevent exaction of unjust, unreasonable and oppressive rents and rental agreements and to forestall profiteering, speculation and other disruptive practices tending to produce threats to the public health, safety and general welfare; that in order to prevent uncertainty, hardship and dislocation, the provisions of this act⁴ are necessary and designed to protect the public health, safety and general welfare; that the transition from regulation to a normal market of free bargaining between landlord and tenant, while the ultimate objective of state policy, must take place with due regard for such emergency; and that the policy herein expressed shall be subject to determination of the existence of a public emergency requiring the regulation of residential rents within any city, town or village by the local legislative body of such city, town or village.

Credits

(L.1974, c. 576, § 4 [§ 2]. Amended L.2019, c. 36, pt. G, § 2, eff. June 14, 2019.)

Footnotes

¹ So in original. Probably should be “governments”.

² McK. Unconsol. Laws § 8581 et seq.

³ McK. Unconsol. Laws § 8601 et seq.

⁴ L.1974, c. 576, § 4.

McKinney's Unconsolidated Laws § 8622, NY UNCON LAWS § 8622

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8623

§ 8623. Local determination of emergency; end of emergency

Currentness

a. The existence of public emergency requiring the regulation of residential rents for all or any class or classes of housing accommodations, including any plot or parcel of land which had been rented prior to May first, nineteen hundred fifty, for the purpose of permitting the tenant thereof to construct or place his own dwelling thereon and on which plot or parcel of land there exists a dwelling owned and occupied by a tenant of such plot or parcel, heretofore destabilized; heretofore or hereafter decontrolled, exempt, not subject to control, or exempted from regulation and control under the provisions of the emergency housing rent control law,¹ the local emergency housing rent control act² or the New York city rent stabilization law of nineteen hundred sixty-nine;³ or subject to stabilization or control under such rent stabilization law, shall be a matter for local determination within each city, town or village. Any such determination shall be made by the local legislative body of such city, town or village on the basis of the supply of housing accommodations within such city, town or village, the condition of such accommodations and the need for regulating and controlling residential rents within such city, town or village. A declaration of emergency may be made as to any class of housing accommodations if the vacancy rate for the housing accommodations in such class within such municipality is not in excess of five percent and a declaration of emergency may be made as to all housing accommodations if the vacancy rate for the housing accommodations within such municipality is not in excess of five percent.

b. The local governing body of a city, town or village having declared an emergency pursuant to subdivision a of this section may at any time, on the basis of the supply of housing accommodations within such city, town or village, the condition of such accommodations and the need for continued regulation and control of residential rents within such municipality, declare that the emergency is either wholly or partially abated or that the regulation of rents pursuant to this act⁴ does not serve to abate such emergency and thereby remove one or more classes of accommodations from regulation under this act. The emergency must be declared at an end once the vacancy rate described in subdivision a of this section exceeds five percent.

c. No resolution declaring the existence or end of an emergency, as authorized by subdivisions a and b of this section, may be adopted except after public hearing held on not less than ten days public notice, as the local legislative body may reasonably provide.

Credits

(L.1974, c. 576, § 4 [§ 3]. Amended L.1980, c. 69, § 4.)

Footnotes

- 1 [McK. Unconsol. Laws § 8581 et seq.](#)
- 2 [McK. Unconsol. Laws § 8601 et seq.](#)
- 3 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617.](#)
- 4 L.1974, c. 576, § 4.

McKinney's Unconsolidated Laws § 8623, NY UNCON LAWS § 8623

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8624

§ 8624. Establishment of rent guidelines boards; duties

Effective: June 14, 2019

Currentness

a. In each county wherein any city having a population of less than one million or any town or village has determined the existence of an emergency pursuant to [section three](#) of this act ¹, there shall be created a rent guidelines board to consist of nine members appointed by the commissioner of housing and community renewal upon recommendation of the county legislature, except that a rent guidelines board created subsequent to the effective date of the chapter of the laws of two thousand nineteen that amended this section shall consist of nine members appointed by the commissioner of housing and community renewal upon recommendations of the local legislative body of each city having a population of less than one million or town or village which has determined the existence of an emergency pursuant to [section three](#) of this act. Such recommendation shall be made within thirty days after the first local declaration of an emergency in such county; two such members shall be representative of tenants, two shall be representative of owners of property, and five shall be public members each of whom shall have had at least five years experience in either finance, economics or housing. One public member shall be designated by the commissioner to serve as chairman and shall hold no other public office. No member, officer or employee of any municipal rent regulation agency or the state division of housing and community renewal and no person who owns or manages real estate covered by this law or who is an officer of any owner or tenant organization shall serve on a rent guidelines board. One public member, one member representative of tenants and one member representative of owners shall serve for a term ending two years from January first next succeeding the date of their appointment; one public member, one member representative of tenants and one member representative of owners shall serve for terms ending three years from the January first next succeeding the date of their appointment and three public members shall serve for terms ending four years from January first next succeeding the dates of their appointment. Thereafter, all members shall serve for terms of four years each. Members shall continue in office until their successors have been appointed and qualified. The commissioner shall fill any vacancy which may occur by reason of death, resignation or otherwise in a manner consistent with the original appointment. A member may be removed by the commissioner for cause, but not without an opportunity to be heard in person or by counsel, in his defense, upon not less than ten days notice. Compensation for the members of the board shall be at the rate of one hundred dollars per day, for no more than twenty days a year, except that the chairman shall be compensated at the rate of one hundred twenty-five dollars a day for no more than thirty days a year. The board shall be provided staff assistance by the division of housing and community renewal. The compensation of such members and the costs of staff assistance shall be paid by the division of housing and community renewal which shall be reimbursed in the manner prescribed in [section four](#) of this act. ² The local legislative body of each city having a population of less than one million and each town and village in which an emergency has been determined to exist as herein provided shall be authorized to designate one person who shall be representative of tenants and one person who shall be representative of owners of property to serve at its pleasure and without compensation to advise and assist the county rent guidelines board in matters affecting the adjustment of rents for housing accommodations in such city, town or village as the case may be.

a-1. Notwithstanding the provisions of subdivision a of this section to the contrary, in each county that became subject to this act pursuant to the chapter of the laws of two thousand nineteen that amended this section, the commissioner shall reconstitute the existing rent guidelines board subsequent to any initial local declaration of emergency within such county for the purpose of

ensuring representation of all cities having a population of less than one million and all towns and villages within such county having determined the existence of an emergency in accordance with this act are represented, pursuant to rules and regulations promulgated by the division of housing and community renewal.

b. A county rent guidelines board shall establish annual guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act³ shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within such county as the board finds necessary to achieve the purposes of this subdivision. A rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.

The standards for rent adjustments established annually shall be effective for leases commencing on October first of each year and during the next succeeding twelve months whether or not the board has filed its findings and statement of the maximum rate or rates of rent adjustment by July first of each year. If such lease is entered into before such filing by the board, it may provide for the rent to be adjusted by the rates then in effect, subject to change by the applicable rates of rent adjustment when filed, such change to be effective as of the date of the commencement of the lease. Said lease must provide that, if the new rates of rent adjustment differ for leases of different terms, the tenant has the option of changing the original lease term to any other term for which a rate of rent adjustment is set by the board, with the rental to be adjusted accordingly.

Where a city, town or village shall act to determine the existence of public emergency pursuant to [section three](#) of this act¹ subsequent to the establishment of annual guidelines for rent adjustments of the accommodations subject to this act,³ the rent guidelines board as soon as practicable thereafter shall file its findings and rates of rent adjustment for leases or other rental agreements for the housing accommodations in such a city, town or village, which rates shall be effective for leases or other rental agreements commencing on or after the effective date of the determination.

A county rent guidelines board shall establish annual guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within

such county as the board finds necessary to achieve the purposes of this subdivision. A rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.

c. In a city having a population of one million or more, the rent guidelines board shall be the rent guidelines board established pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine⁴ as amended, and such board shall have the powers granted pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine⁴ as amended.

d. Maximum rates of rent adjustment shall not be established more than once annually for any housing accommodation within a board's jurisdiction. Once established, no such rate shall, within the one-year period, be adjusted by any surcharge, supplementary adjustment or other modification.

e. Notwithstanding any other provision of this act, the adjustment for vacancy leases covered by the provisions of this act shall be determined exclusively pursuant to [section ten](#) of this act. Rent guidelines boards shall no longer promulgate adjustments for vacancy leases.

Credits

(L.1974, c. 576, § 4 [§ 4]. Amended L.1976, c. 486, § 1; L.1979, c. 348, § 1; L.1979, c. 349, § 1; L.1980, c. 330, § 1; L.1983, c. 403, §§ 53, 54; L.2019, c. 36, pt. C, §§ 2, 3, pt. G, § 5, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 2, 3, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

1 [McK. Unconsol. Laws § 8623](#).

2 See [McK. Unconsol. Laws § 8628](#).

3 L.1974, c. 576, § 4.

4 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617](#).

McKinney's Unconsolidated Laws § 8624, NY UNCON LAWS § 8624

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8625

§ 8625. Housing accommodations subject to regulation

Effective: June 14, 2019

[Currentness](#)

a. A declaration of emergency may be made pursuant to [section three](#)¹ as to all or any class or classes of housing accommodations in a municipality, except:

(1) housing accommodations subject to the emergency housing rent control law,² or the local emergency housing rent control act,³ other than housing accommodations subject to the New York city rent stabilization law of nineteen hundred sixty-nine;⁴

(2) housing accommodations owned or operated by the United States, the state of New York, any political subdivision, agency or instrumentality thereof, any municipality or any public housing authority;

(3) housing accommodations in buildings in which rentals are fixed by or subject to the supervision of the state division of housing and community renewal under other provisions of law or the New York city department of housing preservation and development or the New York state urban development corporation, or, to the extent that regulation under this act is inconsistent therewith aided by government insurance under any provision of the National Housing Act;⁵

(4)(a) housing accommodations in a building containing fewer than six dwelling units, other than any plot or parcel of land in cities having a population of one million or more which had been rented prior to May first, nineteen hundred fifty, for the purpose of permitting the tenant thereof to construct or place his own dwelling thereon and heretofore or hereafter decontrolled, exempt, not subject to control or exempted from regulation and control under the provisions of the emergency housing rent control law² or the local emergency housing rent control act³ and on which plot or parcel of land there exists a dwelling owned and occupied by a tenant of such plot or parcel;

(b) for purposes of this paragraph four, a building shall be deemed to contain six or more dwelling units if it is part of a multiple family garden-type maisonette dwelling complex containing six or more dwelling units having common facilities such as a sewer line, water main or heating plant and operated as a unit under common ownership, notwithstanding that certificates of occupancy were issued for portions thereof as one- or two-family dwellings.

(5) housing accommodations in buildings completed or buildings substantially rehabilitated as family units on or after January first, nineteen hundred seventy-four;

(5-a) housing accommodations located outside of a city with a population of one million or more in any such buildings that were vacant and unoccupied on June first, two thousand nineteen and had been vacant and unoccupied for at least the one-year period immediately preceding such date;

(6) housing accommodations owned or operated by a hospital, convent, monastery, asylum, public institution, or college or school dormitory or any institution operated exclusively for charitable or educational purposes on a non-profit basis other than (i) those accommodations occupied by a tenant on the date such housing accommodation is acquired by any such institution, or which are occupied subsequently by a tenant who is not affiliated with such institution at the time of his initial occupancy or (ii) permanent housing accommodations with government contracted services, as of and after June fourteenth, two thousand nineteen, to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness; provided, however, that the terms of leases in existence as of June fourteenth, two thousand nineteen, shall only be affected upon lease renewal, and further provided that upon the vacancy of such housing accommodations, the legal regulated rent for such housing accommodations shall be the legal regulated rent paid for such housing accommodations by the prior tenant, subject only to any adjustment adopted by the applicable rent guidelines board;

(7) rooms or other housing accommodations in hotels, other than hotel accommodations in cities having a population of one million or more not occupied on a transient basis and heretofore subject to the emergency housing rent control law,² the local emergency housing rent control act³ or to the New York city rent stabilization law of nineteen hundred sixty-nine;⁴

(8) any motor court, or any part thereof, any trailer, or trailer space used exclusively for transient occupancy or any part thereof; or any tourist home serving transient guests exclusively, or any part thereof;

The term “motor court” shall mean an establishment renting rooms, cottages or cabins, supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments, and commonly known as motor, auto or tourist court in the community.

The term “tourist home” shall mean a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

(9) non-housekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if:

(a) no more than two tenants for whom rent is paid (husband and wife being considered one tenant for this purpose), not members of the landlord's immediate family, live in such dwelling unit, and

(b) the remaining portion of such dwelling unit is occupied by the landlord or his immediate family.

(10) housing accommodations in buildings operated exclusively for charitable purposes on a non-profit basis except for permanent housing accommodations with government contracted services, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness; provided, however, that the terms of leases in existence as of the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, shall only be affected upon lease renewal, and further provided that upon the vacancy of such housing accommodations, the legal regulated rent for such housing accommodations

shall be the legal regulated rent paid for such housing accommodations by the prior tenant, subject only to any adjustment adopted by the applicable rent guidelines board;

(11) housing accommodations which are not occupied by the tenant, not including subtenants or occupants, as his or her primary residence, as determined by a court of competent jurisdiction. For the purposes of determining primary residency, a tenant who is a victim of domestic violence, as defined in [section four hundred fifty-nine-a of the social services law](#), who has left the unit because of such violence, and who asserts an intent to return to the housing accommodation shall be deemed to be occupying the unit as his or her primary residence. For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit hospital for residential use, affiliated subtenants authorized to use such accommodations by such hospital shall be deemed to be tenants. For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit for providing, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, permanent housing to individuals who are or were homeless or at risk of homelessness, affiliated subtenants authorized to use such accommodations by such not-for-profit shall be deemed to be tenants. No action or proceeding shall be commenced seeking to recover possession on the ground that a housing accommodation is not occupied by the tenant as his or her primary residence unless the owner or lessor shall have given thirty days notice to the tenant of his or her intention to commence such action or proceeding on such grounds.

(12) *Repealed by L.2019, c. 36, pt. D, § 6, eff. June 14, 2019; L.2019, c. 39, pt. Q, § 5, eff. June 24, deemed eff. June 14, 2019.*

(13) *Repealed by L.2019, c. 36, pt. D, § 3, eff. June 14, 2019.*

(14) (i) housing accommodations owned as a cooperative or condominium unit which are or become vacant on or after the effective date of this paragraph, except that this subparagraph shall not apply to units occupied by non-purchasing tenants under [section three hundred fifty-two-eee of the general business law](#) until the occurrence of a vacancy. (ii) This paragraph shall not apply, however, to or become effective with respect to housing accommodations which the commissioner determines or finds the landlord or any person acting on his or her behalf, with intent to cause the tenant to vacate, engaged in any course of conduct (including, but not limited to, interruption or discontinuance of required services) which interfered with or disturbed or was intended to interfere with or disturb the comfort, repose, peace or quiet of the tenant in his or her use or occupancy of the housing accommodations. In connection with such course of conduct any other general enforcement provision of this act shall also apply;

b. Notwithstanding any other provision of this section, nothing shall prevent the declaration of an emergency pursuant to [section three](#) of this act¹ for rental housing accommodations located in buildings or structures which are subject to the provisions of article eighteen of the private housing finance law.

Credits

(L.1974, c. 576, § 4 [§ 5]. Amended L.1978, c. 655, § 137; L.1980, c. 69, § 5; L.1983, c. 403, § 55; L.1984, c. 940, § 3; L.1985, c. 67, § 5; L.1993, c. 253, §§ 8, 17; L.1997, c. 116, § 7-a, eff. June 19, 1997, § 9, eff. Jan. 1, 1998; L.2003, c. 82, § 2, eff. June 20, 2003; L.2010, c. 422, § 3, eff. Aug. 30, 2010; L.2011, c. 97, pt. B, §§ 10, 29, eff. June 24, 2011; L.2015, c. 20, pt. A, § 8, eff. June 26, 2015, deemed eff. June 15, 2015; L.2019, c. 36, pt. D, §§ 3, 6, pt. G, § 4, pt. J, § 1, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 5, 17, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

- 1 [McK. Unconsol. Laws § 8623.](#)
- 2 [McK. Unconsol. Laws § 8581 et seq.](#)
- 3 [McK. Unconsol. Laws § 8601 et seq.](#)
- 4 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617.](#)
- 5 [12 USCA § 1701 et seq.](#)

McKinney's Unconsolidated Laws § 8625, NY UNCON LAWS § 8625

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8625-a

§ 8625-a. Repealed by L.2019, c. 36, pt. D, § 7, eff. June 14, 2019;
L.2019, c. 39, pt. Q, § 6, eff. June 24, 2019, deemed eff. June 14, 2019

Effective: June 14, 2019

[Currentness](#)

McKinney's Unconsolidated Laws § 8625-a, NY UNCON LAWS § 8625-a

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8626

§ 8626. Regulation of rents

Effective: November 21, 2022

[Currentness](#)

a. Notwithstanding the provisions of any lease or other rental agreement, no owner shall, on or after the first day of the first month or other rental period following a declaration of emergency pursuant to [section three](#),¹ which date shall be referred to in this act² as the local effective date, charge or collect any rent in excess of the initial legal regulated rent or adjusted initial legal regulated rent until such time as a different legal regulated rent shall be authorized pursuant to guidelines adopted by a rent guidelines board pursuant to [section four](#).³

b. The initial legal regulated rents for housing accommodations in a city having a population of less than one million or a town or village as to which a declaration of emergency has been made pursuant to this act shall be:

(1) For housing accommodations subject to the emergency housing rent control law⁴ which become vacant on or after the local effective date of this act, the rent agreed to by the landlord and the tenant and reserved in a lease or provided for in a rental agreement; provided that such initial legal regulated rent may be adjusted on application of the owner or tenant pursuant to [subdivision a of section nine](#) of this act;⁵ and provided further that no increase of such initial regulated rent pursuant to annual guidelines adopted by the rent guidelines board shall become effective until the expiration of the first lease or rental agreement taking effect after the local effective date, but in no event before one year from the commencement of such rental agreement.

(2) For all other housing accommodations, the rent reserved in the last effective lease or other rental agreement; provided that an initial rent based upon the rent reserved in a lease or other rental agreement which became effective on or after January first, nineteen hundred seventy-four may be adjusted on application of the tenant pursuant to [subdivision b of section nine](#) of this act or on application of either the owner or tenant pursuant to subdivision a of such section; and further provided that if a lease is entered into for such housing accommodations after the local effective date, but before the effective date of the first guidelines applicable to such accommodations, the lease may provide for an adjustment of rent pursuant to such guidelines, to be effective on the first day of the month next succeeding the effective date of such guidelines.

c. The initial legal regulated rents for housing accommodations in a city having a population of one million or more shall be the initial rent established pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine as amended.⁶

d. Provision shall be made pursuant to regulations under this act for individual adjustment of rents where:

(1) there has been a substantial modification or increase of dwelling space, or installation of new equipment or improvements or new furniture or furnishings, provided in or to a tenant's housing accommodation, on written informed tenant consent to the rent increase. In the case of a vacant housing accommodation, tenant consent shall not be required. The temporary increase in the legal regulated rent for the affected housing accommodation shall be one-one hundred sixty-eighth, in the case of a building with thirty-five or fewer housing accommodations or one-one hundred eightieth in the case of a building with more than thirty-five housing accommodations where such increase takes effect on or after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, of the total actual cost incurred by the landlord up to fifteen thousand dollars in providing such reasonable and verifiable modification or increase in dwelling space, furniture, furnishings, or equipment, including the cost of installation but excluding finance charges and any costs that exceed reasonable costs established by rules and regulations promulgated by the division of housing and community renewal. Such rules and regulations shall include: (i) requirements for work to be done by licensed contractors and a prohibition on common ownership between the landlord and the contractor or vendor; and (ii) a requirement that the owner resolve within the dwelling space all outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable. Provided further that an owner who is entitled to a rent increase pursuant to this paragraph shall not be entitled to a further rent increase based upon the installation of similar equipment, or new furniture or furnishings within the useful life of such new equipment, or new furniture or furnishings. Provided further that the recoverable costs incurred by the landlord, pursuant to this paragraph, shall be limited to an aggregate cost of fifteen thousand dollars that may be expended on no more than three separate individual apartment improvements in a fifteen year period beginning with the first individual apartment improvement on or after June fourteenth, two thousand nineteen. Provided further that increases to the legal regulated rent pursuant to this paragraph shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board.

(2) there has been since January first, nineteen hundred seventy-four an increase in the rental value of the housing accommodations as a result of a substantial rehabilitation of the building or the housing accommodation therein which materially adds to the value of the property or appreciably prolongs its life, excluding ordinary repairs, maintenance, and replacements, or

(3) there has been since January first, nineteen hundred seventy-four a major capital improvement essential for the preservation, energy efficiency, functionality, or infrastructure of the entire building, improvement of the structure including heating, windows, plumbing and roofing, but shall not be for operation costs or unnecessary cosmetic improvements. An adjustment under this paragraph shall be in an amount sufficient to amortize the cost of the improvements pursuant to this paragraph over a twelve-year period for a building with thirty-five or fewer housing accommodations, or a twelve and one-half period for a building with more than thirty-five housing accommodations and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board, for any determination issued by the division of housing and community renewal after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph. Temporary major capital improvement increases shall be collectable prospectively on the first day of the first month beginning sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases for any renewal lease commencing on or after June 14, 2019, due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year for any tenant in occupancy on the date the major capital improvement was approved, or

(3-a) an application for a temporary major capital improvement increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply. The state division of housing and community renewal shall provide any responding tenant with the reasons for the division's approval or denial of such application; or

(4) an owner by application to the state division of housing and community renewal for increases in the rents in excess of the rent adjustment authorized by the rent guidelines board under this act establishes a hardship, and the state division finds that the rate of rent adjustment is not sufficient to enable the owner to maintain approximately the same ratio between operating expenses, including taxes and labor costs but excluding debt service, financing costs, and management fees, and gross rents which prevailed on the average over the immediate preceding five year period, or for the entire life of the building if less than five years, or

(5) as an alternative to the hardship application provided under paragraph four of this subdivision, owners of buildings acquired by the same owner or a related entity owned by the same principals three years prior to the date of application may apply to the division for increases in excess of the level of applicable guideline increases established under this law based on a finding by the commissioner that such guideline increases are not sufficient to enable the owner to maintain an annual gross rent income for such building which exceeds the annual operating expenses of such building by a sum equal to at least five percent of such gross rent. For the purposes of this paragraph, operating expenses shall consist of the actual, reasonable, costs of fuel, labor, utilities, taxes, other than income or corporate franchise taxes, fees, permits, necessary contracted services and non-capital repairs, insurance, parts and supplies, management fees and other administrative costs and mortgage interest. For the purposes of this paragraph, mortgage interest shall be deemed to mean interest on a bona fide mortgage including an allocable portion of charges related thereto. Criteria to be considered in determining a bona fide mortgage other than an institutional mortgage shall include; condition of the property, location of the property, the existing mortgage market at the time the mortgage is placed, the term of the mortgage, the amortization rate, the principal amount of the mortgage, security and other terms and conditions of the mortgage. The commissioner shall set a rental value for any unit occupied by the owner or a person related to the owner or unoccupied at the owner's choice for more than one month at the last regulated rent plus the minimum number of guidelines increases or, if no such regulated rent existed or is known, the commissioner shall impute a rent consistent with other rents in the building. The amount of hardship increase shall be such as may be required to maintain the annual gross rent income as provided by this paragraph. The division shall not grant a hardship application under this paragraph or paragraph four of this subdivision for a period of three years subsequent to granting a hardship application under the provisions of this paragraph. The collection of any increase in the rent for any housing accommodation pursuant to this paragraph shall not exceed six percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. No application shall be approved unless the owner's equity in such building exceeds five percent of: (i) the arms length purchase price of the property; (ii) the cost of any capital improvements for which the owner has not collected a surcharge; (iii) any repayment of principal of any mortgage or loan used to finance the purchase of the property or any capital improvements for which the owner has not collected a surcharge; and (iv) any increase in the equalized assessed value of the property which occurred subsequent to the first valuation of the property after purchase by the owner. For the purposes of this paragraph, owner's equity shall mean the sum of (i) the purchase price of the property less the principal of any mortgage or loan used to finance the purchase of the property, (ii) the cost of any capital improvement for which the owner has not collected a surcharge less the principal of any mortgage or loan used to finance said improvement, (iii) any repayment of the principal of any mortgage or loan used to finance the purchase of the property or any capital improvement for which the owner has not collected a surcharge, and (iv) any increase in the equalized assessed value of the property which occurred subsequent to the first valuation of the property after purchase by the owner.

This subdivision shall apply to accommodations outside a city of one million or more.

e. Notwithstanding any contrary provisions of this act, on and after July first, nineteen hundred eighty-four the legal regulated rent shall be the rent registered pursuant to section twelve-a of this act⁷ subject to any modification imposed pursuant to this act.

f. Notwithstanding any inconsistent provision of law, rule, regulation, contract, agreement, lease or other obligation, no owner, in addition to the authorized collection of rent, shall demand, receive or retain a security deposit or advance payment which exceeds the rent of one month for or in connection with the use or occupancy of a housing accommodation by (i) any tenant who is sixty-five years of age or older for any lease or lease renewal entered into after July 1, 1996 or (ii) any tenant who is receiving disability retirement benefits or supplemental security income pursuant to the federal social security act⁸ for any lease or lease renewal entered into after July 1, 2002.

f-1. An owner, lessor or agent thereof shall be prohibited from assessing a lessee any fee, surcharge or other charges for legal services in connection with the operation or rental of a residential unit unless the owner, lessor or agent has the legal authority to do so pursuant to a court order. Legal services include, but are not limited to, court fees, legal representation, attorney fees, notary public charges, and administrative fees incurred by the owner, lessor or agent in connection with management of the building, including actions and proceedings in a court of law. Any agreement or assessment to the contrary shall be void as contrary to public policy.

g. No owner of a housing accommodation subject to the provisions of this section shall impose any surcharge for the installation and use of a tenant-installed air conditioner unit where the tenant pays for electric utility service.

Credits

(L.1974, c. 576, § 4 [§ 6]. Amended L.1983, c. 403, §§ 2, 55-a; L.1984, c. 102, § 1; L.1990, c. 749, § 4; L.1993, c. 253, § 20; L.1996, c. 256, § 1; L.1997, c. 116, § 23, eff. June 19, 1997; L.2002, c. 532, § 1, eff. Sept. 17, 2002; L.2011, c. 97, pt. B, § 18, eff. June 24, 2011; L.2015, c. 20, pt. A, § 30, eff. June 26, 2015, deemed eff. June 15, 2015; L.2019, c. 36, pt. B, § 4, pt. K, §§ 1, 9, 13, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 18, 26, eff. June 24, 2019, deemed eff. June 14, 2019; L.2021, c. 695, § 2, eff. Dec. 21, 2021; L.2022, c. 619, § 2, eff. Nov. 21, 2022.)

Footnotes

1 [McK. Unconsol. Laws § 8623.](#)

2 [L.1974, c. 576, § 4.](#)

3 [McK. Unconsol. Laws § 8624.](#)

4 [McK. Unconsol. Laws § 8581 et seq.](#)

5 [McK. Unconsol. Laws § 8629.](#)

6 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617.](#)

7 [McK. Unconsol. Laws § 8632-a.](#)

8 [42 USCA § 301 et seq.](#)

McKinney's Unconsolidated Laws § 8626, NY UNCON LAWS § 8626

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8627

§ 8627. Maintenance of services

Currentness

a. In order to collect a rent adjustment authorized pursuant to the provisions of [subdivision b of section four](#),¹ the owner of housing accommodations subject to this act² located in a city having a population of less than one million or a town or village must file with the state division of housing and community renewal on a form which it shall prescribe, a written certification that he is maintaining and will continue to maintain all services furnished on the date upon which this act becomes a law or required to be furnished by any law, ordinance or regulation applicable to the premises. In addition to any other remedy afforded by law, any tenant may apply to the state division of housing and community renewal for a reduction in the rent to the level in effect prior to its most recent adjustment, and the state division of housing and community renewal may so reduce the rent if it finds that the owner has failed to maintain such services. The owner shall be supplied with a copy of the application and shall be permitted to file an answer thereto. A hearing may be held upon the request of either party, or the state division of housing and community renewal may hold a hearing upon its own motion. The state division of housing and community renewal may consolidate the proceedings for two or more petitions applicable to the same building. If the state division of housing and community renewal finds that the owner has knowingly filed a false certification, it shall, in addition to abating the rent, assess the owner with the reasonable costs of the proceeding, including reasonable attorneys' fees, and impose a penalty not in excess of two hundred fifty dollars for each false certification. The amount of the reduction in rent ordered by the state division of housing and community renewal under this subdivision shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to [section two hundred thirty-five-b of the real property law](#), that relates to one or more conditions covered by such order.

b. In order to collect a rent adjustment authorized pursuant to the provisions of [subdivision c of section four](#), the owner of housing accommodations located in a city having a population of more than one million shall comply with the requirements with respect to the maintenance of services of the New York city rent stabilization law of nineteen hundred sixty-nine.³

Credits

(L.1974, c. 576, § 4 [§ 7]. Amended L.1997, c. 116, § 41, eff. June 19, 1997.)

Footnotes

¹ [McK. Unconsol. Laws § 8624.](#)

² [L.1974, c. 576, § 4.](#)

- 3 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617](#).

McKinney's Unconsolidated Laws § 8627, NY UNCON LAWS § 8627

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8628

§ 8628. Administration

Effective: April 3, 2020

[Currentness](#)

a. Whenever a city having a population of less than one million, or a town or village has determined the existence of an emergency pursuant to [section three](#) of this act,¹ the state division of housing and community renewal shall be designated as the sole administrative agency to administer the regulation of residential rents as provided in this act.² The costs incurred by the state division of housing and community renewal in administering such regulation shall be paid by such city, town or village. Such local resolution shall forthwith be transmitted to the state division of housing and community renewal and shall be accompanied by an initial payment in an amount previously determined by the commissioner of housing and community renewal as necessary to defray the division's anticipated first year cost. Thereafter, annually, after the close of the fiscal year of the state, the commissioner of housing and community renewal shall determine the amount of all costs incurred and shall certify to each such city, town or village its proportionate share of such costs, after first deducting therefrom the amount of such initial payment. The amount so certified shall be paid to the commissioner by such city, town or village within ninety days after the receipt of such certification. In the event that the amount thereof is not paid to the commissioner as herein prescribed, the commissioner shall certify the unpaid amount to the comptroller, and the comptroller shall withhold such amount from the next succeeding payment of per capita assistance to be apportioned to such city, town or village.

b. The legislative body of any city, town or village acting to impose regulation of residential rents pursuant to the provisions of this act may impose on the owner of every building containing housing accommodations subject to such regulation an annual charge for each such accommodation in such amount as it determines to be necessary for the expenses to be incurred in the administration of such regulation.

c. Whenever a city having a population of one million or more has determined the existence of an emergency pursuant to [section three](#) of this act,¹ the provisions of this act² and the New York city rent stabilization law of nineteen hundred sixty-nine³ shall be administered by the state division of housing and community renewal as provided in the New York city rent stabilization law of nineteen hundred sixty-nine, as amended, or as otherwise provided by law. The costs incurred by the state division of housing and community renewal in administering such regulation shall be paid by such city. All payments for such administration shall be transmitted to the state division of housing and community renewal as follows: on or after April first of each year commencing with April, nineteen hundred eighty-four, the commissioner of housing and community renewal, in consultation with the director of the budget, shall determine an amount necessary to defray the division's anticipated annual cost, and one-quarter of such amount shall be paid by such city on or before July first of such year, one-quarter of such amount on or before October first of such year, one-quarter of such amount on or before January first of the following year and one-quarter of such amount on or before March thirty-first of the following year. After the close of the fiscal year of the state, the commissioner, in consultation with the director of the budget, shall determine the amount of all actual costs incurred in such fiscal year and shall certify such amount to such city. If such certified amount shall differ from the amount paid by the city for such fiscal year, appropriate adjustments shall be made in the next quarterly payment to be made by such city. In the event

that the amount thereof is not paid to the commissioner, in consultation with the director of the budget, as herein prescribed, the commissioner, in consultation with the director of the budget, shall certify the unpaid amount to the comptroller, and the comptroller shall, to the extent not otherwise prohibited by law, withhold such amount from any state aid payable to such city. In no event shall the amount imposed on the owners exceed twenty dollars per unit per year.

d. Notwithstanding subdivision c of this section or any other provision of law to the contrary, whenever the state has incurred any costs as a result of administering the rent regulation program for a city having a population of one million or more in accordance with subdivision c of this section, on or after April first of each year, the commissioner of housing and community renewal, in consultation with the director of the budget, shall determine an amount necessary to defray the state's anticipated annual cost. In the event that the division does not send a bill to the city to defray such costs in accordance with subdivision c of this section, it shall submit to the city an invoice showing all such costs as soon as practicable after the start of the state fiscal year in which the costs are to be incurred. The director of the budget may direct any other state agency to reduce the amount of any other payment or payments owed to such city or any department, agency, or instrumentality thereof; provided however, that such reduction shall be made no sooner than thirty days after the transmittal of the invoice of costs, and shall be in an amount equal to the costs incurred by the state in administering the rent regulation program for such city in accordance with subdivision c of this section. Within thirty days of the receipt of the invoice of costs, the city may send to the division, in written form, requests for additional information relating to such costs, including any recommendations on which local assistance payment would be reduced. If the director of the budget makes such direction in accordance with this subdivision, the impacted city shall not make the payments required by subdivision c of this section, and the division of housing and community renewal shall notify such city in writing of what payment or payments will be reduced and the amount of the reduction and shall suballocate, as necessary, the value of the costs it incurred to the agency or agencies which reduces the payments to such city or any department, agency or authority thereof in accordance with this subdivision.

e. The failure to pay the prescribed assessment not to exceed twenty dollars per unit for any housing accommodation subject to this act² or the New York city rent stabilization law of nineteen hundred sixty-nine³ shall constitute a charge due and owing such city, town or village which has imposed an annual charge for each such housing accommodation pursuant to subdivision b of this section. Any such city, town or village shall be authorized to provide for the enforcement of the collection of such charges by commencing an action or proceeding for the recovery of such fees or by the filing of a lien upon the building and lot. Such methods for the enforcement of the collection of such charges shall be the sole remedy for the enforcement of this section.

f. The division shall maintain at least one office in each county which is governed by the rent stabilization law of nineteen hundred sixty-nine³ or this act;² provided, however, that the division shall not be required to maintain an office in the counties of Nassau, Rockland, or Richmond.

Credits

(L.1974, c. 576, § 4 [§ 8]. Amended L.1983, c. 403, § 3; L.1997, c. 116, § 29, eff. June 19, 1997; L.2000, c. 61, pt. F, § 1, eff. April 1, 2000; L.2009, c. 57, pt. O, § 1, eff. April 7, 2009; L.2010, c. 56, pt. Z, § 5, eff. June 22, 2010, deemed eff. April 1, 2010; L.2019, c. 36, pt. K, § 16, eff. June 14, 2019; L.2020, c. 56, pt. I, §§ 1, 2, eff. April 3, 2020.)

Footnotes

1 McK. Unconsol. Laws § 8623.

2 [McK. Unconsol. Laws § 8621 et seq.](#)

3 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617](#).

McKinney's Unconsolidated Laws § 8628, NY UNCON LAWS § 8628

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8629

§ 8629. Application for adjustment of initial legal regulated rent

Currentness

a. The owner or tenant of a housing accommodation described in [paragraph one or two of subdivision b of section six](#)¹ may, within sixty days of the local effective date of this act or the commencement of the first tenancy thereafter, whichever is later, file with the state division of housing and community renewal an application for adjustment of the initial legal regulated rent for such housing accommodation. The state division of housing and community renewal may adjust such initial legal regulated rent upon a finding that the presence of unique or peculiar circumstances materially affecting the initial legal regulated rent has resulted in a rent which is substantially different from the rents generally prevailing in the same area for substantially similar housing accommodations.

b. The tenant of a housing accommodation described in [paragraph two, subdivision b, of section six](#) may file with the state division of housing and community renewal, within ninety days after notice has been received pursuant to subdivision c of this section, an application for adjustment of the initial legal regulated rent for such housing accommodation. Such tenant need only allege that such rent is in excess of the fair market rent and shall present such facts which, to the best of his information and belief, support such allegation. The rent guidelines board shall promulgate as soon as practicable after its creation guidelines for the determination of fair market rents for housing accommodations as to which an application may be made pursuant to this subdivision. In rendering a determination on an application filed pursuant to this subdivision b, the state division of housing and community renewal shall be guided by such guidelines. Where the state division of housing and community renewal has determined that the rent charged is in excess of the fair market rent it shall order a refund, of any excess paid since January first, nineteen hundred seventy-four or the date of the commencement of the tenancy, whichever is later. Such refund shall be made by the landlord in cash or as a credit against future rents over a period not in excess of six months.

c. Upon receipt of any application filed pursuant to this [section nine](#),² the state division of housing and community renewal shall notify the owner or tenant, as the case may be, and provide a copy to him of such application. Such owner or tenant shall be afforded a reasonable opportunity to respond to the application. A hearing may be held upon the request of either party, or the division may hold a hearing on its own motion. The division shall issue a written opinion to both the tenant and the owner upon rendering its determination.

d. Within thirty days after the local effective date of this act the owner of housing accommodations described in [paragraph two of subdivision b of section six](#), as to which an emergency has been declared pursuant to this act,³ shall give notice in writing by certified mail to the tenant of each such housing accommodation on a form prescribed by the state division of housing and community renewal of the initial legal regulated rent for such housing accommodation and of such tenant's right to file an application for adjustment of the initial legal regulated rent of such housing accommodation.

e. The initial legal regulated rents for housing accommodations in a city having a population of one million or more shall be subject to adjustment in accordance with the provisions of the New York city rent stabilization law as amended.⁴

Credits

(L.1974, c. 576, § 4 [§ 9].)

Footnotes

1 [McK. Unconsol. Laws § 8626.](#)

2 This section.

3 L.1974, c. 576, § 4.

4 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617.](#)

McKinney's Unconsolidated Laws § 8629, NY UNCON LAWS § 8629

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8630

§ 8630. Regulations

Effective: June 14, 2019

[Currentness](#)

a. For cities having a population of less than one million and towns and villages, the state division of housing and community renewal shall be empowered to implement this act¹ by appropriate regulations. Such regulations may encompass such speculative or manipulative practices or renting or leasing practices as the state division of housing and community renewal determines constitute or are likely to cause circumvention of this act. Such regulations shall prohibit practices which are likely to prevent any person from asserting any right or remedy granted by this act, including but not limited to retaliatory termination of periodic tenancies and shall require owners to grant a new one or two year vacancy or renewal lease at the option of the tenant, except where a mortgage or mortgage commitment existing as of the local effective date of this act provides that the owner shall not grant a one-year lease; and shall prescribe standards with respect to the terms and conditions of new and renewal leases, additional rent and such related matters as security deposits, advance rental payments, the use of escalator clauses in leases and provision for increase in rentals for garages and other ancillary facilities, so as to ensure that the level of rent adjustments authorized under this law will not be subverted and made ineffective. Any provision of the regulations permitting an owner to refuse to renew a lease on grounds that the owner seeks to recover possession of a housing accommodation for his or her own use and occupancy or for the use and occupancy of his or her immediate family shall permit recovery of only one housing accommodation, shall require that an owner demonstrate immediate and compelling need and that the housing accommodation will be the proposed occupants' primary residence and shall not apply where a member of the housing accommodation is sixty-two years of age or older, has been a tenant in a housing accommodation in that building for fifteen years or more, or has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment; provided, however, that a tenant required to surrender a housing accommodation under this subdivision shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this subdivision a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees.

(a-1) Repealed by L.2019, c. 36, pt. B, § 2, eff. June 14, 2019.

(a-2) Where the amount of rent charged to and paid by the tenant is less than the legal regulated rent for the housing accommodation, the amount of rent for such housing accommodation which may be charged upon vacancy thereof, may, at the option of the owner, be based upon such previously established legal regulated rent, as adjusted by the most recent applicable guidelines increases and other increases authorized by law. For any tenant who is subject to a lease on or after the effective date of a chapter of the laws of two thousand nineteen which amended this subdivision, or is or was entitled to receive a renewal or vacancy lease on or after such date, upon renewal of such lease, the amount of rent for such housing accommodation that may be charged and paid shall be no more than the rent charged to and paid by the tenant prior to that renewal, as adjusted by the

most recent applicable guidelines increases and any other increases authorized by law. Provided, however, that for buildings that are subject to this statute by virtue of a regulatory agreement with a local government agency and which buildings receive federal project based rental assistance administered by the United States department of housing and urban development or a state or local [section eight](#) administering agency, where the rent set by the federal, state or local governmental agency is less than the legal regulated rent for the housing accommodation, the amount of rent for such housing accommodation which may be charged with the approval of such federal, state or local governmental agency upon renewal or upon vacancy thereof, may be based upon such previously established legal regulated rent, as adjusted by the most recent applicable guidelines increases or other increases authorized by law; and further provided that such vacancy shall not be caused by the failure of the owner or an agent of the owner, to maintain the housing accommodation in compliance with the warranty of habitability set forth in [subdivision one of section two hundred thirty-five-b of the real property law](#).

b. For cities having a population of one million or more, this act may be implemented by regulations adopted pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine, as amended,² or as otherwise provided by law.

c. Each owner of premises subject to this act shall furnish to each tenant signing a new or renewal lease, a copy of the fully executed new or renewal lease bearing the signatures of owner and tenant and the beginning and ending dates of the lease term, within thirty days from the owner's receipt of the new or renewal lease signed by the tenant.

Credits

(L.1974, c. 576, § 4 [§ 10]. Amended L.1983, c. 403, § 56; L.1984, c. 234, § 3; L.1984, c. 439, § 1; L.1997, c. 116, § 20, eff. June 19, 1997, deemed eff. June 15, 1997; L.2003, c. 82, § 3, eff. June 20, 2003; L.2011, c. 97, pt. B, §§ 8, 13, eff. June 24, 2011; L.2015, c. 20, pt. A, §§ 11, 16-b, eff. June 26, 2015, deemed eff. June 15, 2015; L.2019, c. 36, pt. B, § 2, pt. E, § 1, pt. I, § 3, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 11, 15, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

1 L.1974, c. 576, § 4.

2 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617](#).

McKinney's Unconsolidated Laws § 8630, NY UNCON LAWS § 8630

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8630-a

§ 8630-a. Right to sublease

Currentness

Units subject to this law may be sublet pursuant to [section two hundred twenty-six-b of the real property law](#) provided that (a) the rental charged to the subtenant does not exceed the legal regulated rent plus a ten percent surcharge payable to the tenant if the unit sublet was furnished with the tenant's furniture; (b) the tenant can establish that at all times he has maintained the unit as his primary residence and intends to occupy it as such at the expiration of the sublease; (c) an owner may terminate the tenancy of a tenant who sublets or assigns contrary to the terms of this section but no action or proceeding based on the non-primary residence of a tenant may be commenced prior to the expiration date of his lease; (d) where an apartment is sublet the prime tenant shall retain the right to a renewal lease and the rights and status of a tenant in occupancy as they relate to conversion to condominium or cooperative ownership; (e) where a tenant violates the provisions of subdivision (a) of this section the subtenant shall be entitled to damages of three times the overcharge and may also be awarded attorneys fees and interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to [section five thousand four of the civil practice law and rules](#); (f) the tenant may not sublet the unit for more than a total of two years, including the term of the proposed sublease, out of the four-year period preceding the termination date of the proposed sublease. The provisions of this subdivision (f) shall only apply to subleases commencing on and after July first, nineteen hundred eighty-three; (g) for the purposes of this section only, the term of the proposed sublease may extend beyond the term of the tenant's lease. In such event, such sublease shall be subject to the tenant's right to a renewal lease. The subtenant shall have no right to a renewal lease. It shall be unreasonable for an owner to refuse to consent to a sublease solely because such sublease extends beyond the tenant's lease; and (h) notwithstanding the provisions of [section two hundred twenty-six-b of the real property law](#), a not-for-profit hospital shall have the right to sublet any housing accommodation leased by it to its affiliated personnel without requiring the landlord's consent to any such sublease and without being bound by the provisions of subdivisions (b), (c) and (f) of this section. Commencing with the effective date of this subdivision, whenever a not-for-profit hospital executes a renewal lease for a housing accommodation, the legal regulated rent shall be increased by a sum equal to fifteen percent of the previous lease rental for such housing accommodation, hereinafter referred to as a vacancy surcharge, unless the landlord shall have received within the seven year period prior to the commencement date of such renewal lease any vacancy increases or vacancy surcharges allocable to the said housing accommodation. In the event the landlord shall have received any such vacancy increases or vacancy surcharges during such seven year period, the vacancy surcharge shall be reduced by the amount received by any such vacancy increase or vacancy surcharges.

Credits

(L.1974, c. 576, § 4 [§ 10-a], as added L.1983, c. 403, § 57; amended L.1984, c. 940, § 4.)

McKinney's Unconsolidated Laws § 8630-a, NY UNCON LAWS § 8630-a

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8630-b

§ 8630-b. Major capital improvements and individual apartment improvements in rent regulated units

Effective: June 14, 2019

[Currentness](#)

(a) Notwithstanding any other provision of law to the contrary, the division of housing and community renewal, the “division”, shall promulgate rules and regulations applicable to all rent regulated units that shall:

1. establish a schedule of reasonable costs for major capital improvements, which shall set a ceiling for what can be recovered through a temporary major capital improvement increase, based on the type of improvement and its rate of depreciation;
2. establish the criteria for eligibility of a temporary major capital improvement increase including the type of improvement, which shall be essential for the preservation, energy efficiency, functionality or infrastructure of the entire building, including heating, windows, plumbing and roofing, but shall not be for operational costs or unnecessary cosmetic improvements. Allowable improvements must additionally be depreciable pursuant to the Internal Revenue Service, other than for ordinary repairs, that directly or indirectly benefit all tenants; and no increase shall be approved for group work done in individual apartments that is otherwise not an improvement to an entire building. Only such costs that are actual, reasonable, and verifiable may be approved as a temporary major capital improvement increase;
3. require that any temporary major capital improvement increase granted pursuant to these provisions be reduced by an amount equal to (i) any governmental grant received by the landlord, where such grant compensates the landlord for any improvements required by a city, state or federal government, an agency or any granting governmental entity to be expended for improvements and (ii) any insurance payment received by the landlord where such insurance payment compensates the landlord for any part of the costs of the improvements;
4. prohibit temporary major capital improvement increases for buildings with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;
5. prohibit individual apartment improvement increases for housing accommodations with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;
6. prohibit temporary major capital improvement increases for buildings with thirty-five per centum or fewer rent-regulated units;

7. establish that temporary major capital improvement increases shall be fixed to the unit and shall cease thirty years from the date the increase became effective. Temporary major capital improvement increases shall be added to the legal regulated rent as a temporary increase and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the local rent guidelines board;

8. establish that temporary major capital improvement increases shall be collectible prospectively on the first day of the first month beginning sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, for any renewal lease commencing on or after June 14, 2019, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year for any tenant in occupancy on the date the major capital improvement was approved;

9. ensure that the application procedure for temporary major capital improvement increases shall include an itemized list of work performed and a description or explanation of the reason or purpose of such work;

10. provide, that where an application for a major capital improvement rent increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply;

11. establish a notification and documentation procedure for individual apartment improvements that requires an itemized list of work performed and a description or explanation of the reason or purpose of such work, inclusive of photographic evidence documenting the condition prior to and after the completion of the performed work. Provide for the centralized electronic retention of such documentation and any other supporting documentation to be made available in cases pertaining to the adjustment of legal regulated rents; and

12. establish a form in the top six languages other than English spoken in the state according to the latest available data from the U.S. Bureau of Census for a temporary individual apartment improvement rent increase for a tenant in occupancy which shall be used by landlords to obtain written informed consent that shall include the estimated total cost of the improvement and the estimated monthly rent increase. Such form shall be completed and preserved in the centralized electronic retention system to be operational by June 14, 2020. Nothing herein shall relieve a landlord, lessor, or agent thereof of his or her duty to retain proper documentation of all improvements performed or any rent increases resulting from said improvements.

(b) The division shall establish an annual inspection and audit process which shall review twenty-five percent of applications for a temporary major capital improvement increase that have been submitted and approved. Such process shall include individual inspections and document review to ensure that owners complied with all obligations and responsibilities under the law for temporary major capital improvement increases. Inspections shall include in-person confirmation that such improvements have been completed in such way as described in the application.

(c) The division shall issue a notice to the landlord and all the tenants sixty days prior to the end of the temporary major capital improvement increase and shall include the initial approved increase and the total amount to be removed from the legal regulated rent inclusive of any increases granted by the applicable rent guidelines board.

Credits

(L.1974, c. 576, § 4 [§ 10-b], as added L.2019, c. 36, pt. K, § 6, eff. June 14, 2019. Amended L.2019, c. 39, pt. Q, § 23, eff. June 24, 2019, deemed eff. June 14, 2019.)

McKinney's Unconsolidated Laws § 8630-b, NY UNCON LAWS § 8630-b

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

End of Document

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8631

§ 8631. Non-waiver of rights

[Currentness](#)

Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this act¹ or regulations promulgated pursuant thereto shall be void as contrary to public policy.

Credits

(L.1974, c. 576, § 4 [§ 11].)

Footnotes

¹ L.1974, c. 576, § 4.

McKinney's Unconsolidated Laws § 8631, NY UNCON LAWS § 8631

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8632

§ 8632. Enforcement and procedures

Effective: June 14, 2019

[Currentness](#)

a. (1) Subject to the conditions and limitations of this paragraph, any owner of housing accommodations in a city having a population of less than one million or a town or village as to which an emergency has been declared pursuant to [section three](#),¹ who, upon complaint of a tenant or of the state division of housing and community renewal, is found by the state division of housing and community renewal, after a reasonable opportunity to be heard, to have collected an overcharge above the rent authorized for a housing accommodation subject to this act² shall be liable to the tenant for a penalty equal to three times the amount of such overcharge. If the owner establishes by a preponderance of the evidence that the overcharge was neither willful nor attributable to his negligence, the state division of housing and community renewal shall establish the penalty as the amount of the overcharge plus interest at the rate of interest payable on a judgment pursuant to [section five thousand four of the civil practice law and rules](#). After a complaint of rent overcharge has been filed and served on an owner, the voluntary adjustment of the rent and/or the voluntary tender of a refund of rent overcharges shall not be considered by the division of housing and community renewal or a court of competent jurisdiction as evidence that the overcharge was not willful. (i) Except as to complaints filed pursuant to clause (ii) of this paragraph, the legal regulated rent for purposes of determining an overcharge, shall be deemed to be the rent indicated in the most recent reliable annual registration statement for a rent stabilized tenant filed and served upon the tenant six or more years prior to the most recent registration statement, (or, if more recently filed, the initial registration statement) plus in each case any subsequent lawful increases and adjustments. The division of housing and community renewal or a court of competent jurisdiction, in investigating complaints of overcharge and in determining legal regulated rent, shall consider all available rent history which is reasonably necessary to make such determinations. (ii) As to complaints filed within ninety days of the initial registration of a housing accommodation, the legal regulated rent for purposes of determining an overcharge shall be deemed to be the rent charged on the date six years prior to the date of the initial registration of the housing accommodation (or, if the housing accommodation was subject to this act for less than six years, the initial legal regulated rent) plus in each case, any lawful increases and adjustments. Where the rent charged on the date six years prior to the date of the initial registration of the accommodation cannot be established, such rent shall be established by the division.

(a) The order of the state division of housing and community renewal shall apportion the owner's liability between or among two or more tenants found to have been overcharged by such owner during their particular tenancy of a unit.

(b)(i) Except as provided under clauses (ii) and (iii) of this subparagraph, a complaint under this subdivision may be filed with the state division of housing and community renewal or in a court of competent jurisdiction at any time, however any recovery of overcharge penalties shall be limited to the six years preceding the complaint.

(ii) A penalty of three times the overcharge shall be assessed upon all overcharges willfully collected by the owner starting six years before the complaint is filed.

(iii) Any complaint based upon overcharges occurring prior to the date of filing of the initial rent registration as provided in subdivision b of section twelve-a of this act³ shall be filed within ninety days of the mailing of notice to the tenant of such registration.

(c) Any affected tenant shall be notified of and given an opportunity to join in any complaint filed by an officer or employee of the state division of housing and community renewal.

(d) An owner found to have overcharged shall, in all cases, be assessed the reasonable costs and attorney's fees of the proceeding, and interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to [section five thousand four of the civil practice law and rules](#).

(e) The order of the state division of housing and community renewal awarding penalties may, upon the expiration of the period in which the owner may institute a proceeding pursuant to article seventy-eight of the civil practice law and rules, be filed and enforced by a tenant in the same manner as a judgment or, in the alternative, not in excess of twenty percent thereof per month may be offset against any rent thereafter due the owner.

(f) Unless a tenant shall have filed a complaint of overcharge with the division which complaint has not been withdrawn, nothing contained in this section shall be deemed to prevent a tenant or tenants, claiming to have been overcharged, from commencing an action or interposing a counterclaim in a court of competent jurisdiction for damages equal to the overcharge and the penalty provided for in this section, including interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to [section five thousand four of the civil practice law and rules](#), plus the statutory costs and allowable disbursements in connection with the proceeding. The courts and the division shall have concurrent jurisdiction, subject to the tenant's choice of forum.

(2) In addition to issuing the specific orders provided for by other provisions of this act, the state division of housing and community renewal shall be empowered to enforce this act and its regulations by issuing, upon notice and a reasonable opportunity for the affected party to be heard, such other orders as it may deem appropriate.

(3) If the owner is found by the commissioner:

(i) to have violated an order of the division the commissioner may impose by administrative order after hearing, a civil penalty at minimum in the amount of one thousand but not to exceed two thousand dollars for the first such offense, and at minimum in the amount of two thousand but not to exceed three thousand dollars for each subsequent offense; or

(ii) to have harassed a tenant to obtain vacancy of his housing accommodation, the commissioner may impose by administrative order after hearing, a civil penalty for any such violation. Such penalty shall be at minimum in the amount of two thousand but not to exceed three thousand dollars for the first such offense, and at minimum in the amount of ten thousand but not to exceed eleven thousand dollars for each subsequent offense or for a violation consisting of conduct directed at the tenants of more than one housing accommodation.

Such order shall be deemed a final determination for the purposes of judicial review. Such penalty may, upon the expiration of the period for seeking review pursuant to article seventy-eight of the civil practice law and rules, be docketed and enforced in the manner of a judgment of the supreme court.

(4) Any proceeding pursuant to article seventy-eight of the civil practice law and rules seeking review of any action pursuant to this act shall be brought within sixty days of the expiration of the ninety day period and any extension thereof provided in subdivision c of this section or the rendering of a determination, whichever is later. Any action or proceeding brought by or against the commissioner under this act shall be brought in the county in which the housing accommodation is located.

(5) Violations of this act or of the regulations and orders issued pursuant thereto may be enjoined by the supreme court upon proceedings commenced by the state division of housing and community renewal or the tenant or tenants who allege they have been overcharged. The division shall not be required to post bond.

(6) In furtherance of its responsibility to enforce this act, the state division of housing and community renewal shall be empowered to administer oaths, issue subpoenas, conduct investigations, make inspections and designate officers to hear and report. The division shall safeguard the confidentiality of information furnished to it at the request of the person furnishing same, unless such information must be made public in the interest of establishing a record for the future guidance of persons subject to this act.

(7) In any action or proceeding before a court wherein a party relies for a ground of relief or defense or raises issue or brings into question the construction or validity of this act or any regulation, order or requirement hereunder, the court having jurisdiction of such action or proceeding may at any stage certify such fact to the state division of housing and community renewal. The state division of housing and community renewal may intervene in any such action or proceeding.

(8) Except where a specific provision of this law requires the maintenance of rent records for a longer period, including records of the useful life of improvements made to any housing accommodation or any building, any owner who has duly registered a housing accommodation pursuant to section twelve-a of this act³ shall not be required to maintain or produce any records relating to rentals of such accommodation more than six years prior to the most recent registration or annual statement for such accommodation. However, an owner's election not to maintain records shall not limit the authority of the division of housing and community renewal and the courts to examine the rental history and determine legal regulated rents pursuant to this subdivision.

(9) The division of housing and community renewal and the courts, in investigating complaints of overcharge and in determining legal regulated rents, shall consider all available rent history which is reasonably necessary to make such determinations, including but not limited to (a) any rent registration or other records filed with the state division of housing and community renewal, or any other state, municipal or federal agency, regardless of the date to which the information on such registration refers; (b) any order issued by any state, municipal or federal agency; (c) any records maintained by the owner or tenants; and (d) any public record kept in the regular course of business by any state, municipal or federal agency. Nothing contained in this paragraph shall limit the examination of rent history relevant to a determination as to:

(i) whether the legality of a rental amount charged or registered is reliable in light of all available evidence including, but not limited to, whether an unexplained increase in the registered or lease rents, or a fraudulent scheme to destabilize the housing accommodation, rendered such rent or registration unreliable;

- (ii) whether an accommodation is subject to the emergency tenant protection act;
- (iii) whether an order issued by the division of housing and community renewal or a court of competent jurisdiction, including, but not limited to an order issued pursuant to [section seven](#) of this act, or any regulatory agreement or other contract with any governmental agency, and remaining in effect within six years of the filing of a complaint pursuant to this section, affects or limits the amount of rent that may be charged or collected;
- (iv) whether an overcharge was or was not willful;
- (v) whether a rent adjustment that requires information regarding the length of occupancy by a present or prior tenant was lawful;
- (vi) the existence or terms and conditions of a preferential rent, or the propriety of a legal registered rent during a period when the tenants were charged a preferential rent;
- (vii) the legality of a rent charged or registered immediately prior to the registration of a preferential rent; or
- (viii) the amount of the legal regulated rent where the apartment was vacant or temporarily exempt on the date six years prior to a tenant's complaint.

b. Within a city having a population of one million or more, the state division of housing and community renewal shall have such powers to enforce this act as shall be provided in the New York city rent stabilization law of nineteen hundred sixty-nine, as amended,⁴ or as shall otherwise be provided by law. Unless a tenant shall have filed a complaint of overcharge with the division which complaint has not been withdrawn, nothing contained in this section shall be deemed to prevent a tenant or tenants, claiming to have been overcharged, from commencing an action or interposing a counterclaim in a court of competent jurisdiction for damages equal to the overcharge and the penalty provided for in this section, including interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to [section five thousand four of the civil practice law and rules](#), plus the statutory costs and allowable disbursements in connection with the proceeding. The courts and the division shall have concurrent jurisdiction, subject to the tenant's choice of forum.

c. The state division of housing and community renewal may, by regulation, provide for administrative review of all orders and determinations issued by it pursuant to this act. Any such regulation shall provide that if a petition for such review is not determined within ninety days after it is filed, it shall be deemed to be denied. However, the division may grant one extension not to exceed thirty days with the consent of the party filing such petition; any further extension may only be granted with the consent of all parties to the petition. No proceeding may be brought pursuant to article seventy-eight of the civil practice law and rules to challenge⁵ any order or determination which is subject to such administrative review unless such review has been sought and either (1) a determination thereon has been made or (2) the ninety-day period provided for determination of the petition for review (or any extension thereof) has expired.

Credits

(L.1974, c. 576, § 4 [§ 12]. Amended L.1983, c. 403, § 4; L.1984, c. 102, §§ 2, 3; L.1987, c. 600, § 2; L.1993, c. 253, § 24; L.1997, c. 116, § 28-c, eff. July 19, 1997; L.1997, c. 116, § 31, 32, eff. June 19, 1997; L.2009, c. 480, § 5, eff. Oct. 9, 2009;

L.2009, c. 480, § 6; L.2015, c. 20, pt. A, § 27, eff. June 26, 2015, deemed eff. June 15, 2015; L.2015, c. 20, pt. A, § 28; L.2019, c. 36, pt. F, §§ 1 to 3, eff. June 14, 2019; L.2019, c. 39, pt. Q, § 13, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

- 1 [McK. Unconsol. Laws § 8623.](#)
- 2 [L.1974, c. 576, § 4.](#)
- 3 [McK. Unconsol. Laws § 8632-a.](#)
- 4 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617.](#)
- 5 So in original. Probably should be “challenge”.

McKinney's Unconsolidated Laws § 8632, NY UNCON LAWS § 8632

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8632-a

§ 8632-a. Rent registration

Currentness

- a. Each housing accommodation in a city having a population of less than one million or a town or village as to which an emergency has been declared pursuant to [section three](#)¹ of this act which is subject to this act² shall be registered by the owner thereof with the state division of housing and community renewal prior to July first, nineteen hundred eighty-four upon forms prescribed by the commissioner of such division. The data to be provided on such forms shall include the following: (1) the name and address of the building or group of buildings or development in which such housing accommodation is located and the owner and the tenant thereof; (2) the number of housing accommodations in the building or group of buildings or development in which such housing accommodation is located; (3) the number of housing accommodations in such building or group of buildings or development subject to this act and the number of such housing accommodations subject to the emergency housing rent control law;³ (4) the rent charged on the registration date; (5) the number of rooms in such housing accommodation; and (6) all services provided in the last lease or rental agreement commencing at least six months prior to the local effective date of this act.
- b. Registration pursuant to this section shall not be subject to the freedom of information law,⁴ provided that registration information relative to a tenant, owner, lessor or subtenant shall be made available to such party or his authorized representative.
- c. Housing accommodations which become subject to this act after the initial registration period must be registered within ninety days thereafter. Registration of housing accommodations subject to the emergency housing rent control law immediately prior to the date of filing the initial registration statement as provided in this section shall include, in addition to the items listed above, where existing, the maximum rent immediately prior to the date that such housing accommodations became subject to this act.
- d. Copies of the registration shall be filed with the state division of housing and community renewal in such place or places as it may require. In addition, one copy of that portion of the registration statement which pertains to the tenant's unit must be mailed by the owner to the tenant in possession at the time of initial registration or to the first tenant in occupancy if the apartment is vacant at the time of initial registration.
- e. The failure to file a proper and timely initial or annual rent registration statement shall, until such time as such registration is filed, bar an owner from applying for or collecting any rent in excess of the legal regulated rent in effect on the date of the last preceding registration statement or if no such statements have been filed, the legal regulated rent in effect on the date that the housing accommodation became subject to the registration requirements of this section. The filing of a late registration shall result in the prospective elimination of such sanctions and provided that increases in the legal regulated rent were lawful except for the failure to file a timely registration, the owner, upon the service and filing of a late registration, shall not be found to have collected an overcharge at any time prior to the filing of the late registration. If such late registration is filed subsequent to

the filing of an overcharge complaint, the owner shall be assessed a late filing surcharge for each late registration in an amount equal to fifty percent of the timely rent registration fee.

f. An annual statement shall be filed containing the current rent for each unit and such other information contained in subdivision a of this section as shall be required by the division. The owner shall provide each tenant then in occupancy with a copy of that portion of such annual statement as pertains to the tenant's unit.

g. Within a city having a population of one million or more, each housing accommodation subject to this act shall be registered with the state division of housing and community renewal as shall be provided in the New York city rent stabilization law of nineteen hundred sixty-nine.⁵

h. Each housing accommodation for which a timely registration statement was filed between April first, nineteen hundred eighty-four and June thirtieth, nineteen hundred eighty-four, pursuant to subdivision a of this section shall designate the rent charged on April first, nineteen hundred eighty-four, as the rent charged on the registration date.

Credits

(L.1974, c. 576, § 4 [§ 12-a], as added L.1983, c. 403, § 5. Amended L.1984, c. 102, § 4; L.1993, c. 253, § 25.)

Footnotes

1 [Unconsolidated Laws § 8623](#).

2 L.1974, c. 576, § 4.

3 [McK. Unconsol. Laws § 8581 et seq.](#)

4 [Public Officers Law § 84 et seq.](#)

5 [McK. Unconsol. Laws § 26-501 et seq.](#) of the Administrative Code of the City of New York, set out following [McK. Unconsol. Laws § 8617](#).

McKinney's Unconsolidated Laws § 8632-a, NY UNCON LAWS § 8632-a

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8633

§ 8633. Cooperation with other governmental agencies

[Currentness](#)

The state division of housing and community renewal and any rent guidelines board may request and shall receive cooperation and assistance in effectuating the purposes of this act¹ from all departments, divisions, boards, bureaus, commissions or agencies of the state and political subdivisions thereof.

Credits

(L.1974, c. 576, § 4 [§ 13]. Amended L.1983, c. 403, § 6.)

Footnotes

¹ L.1974, c. 576, § 4.

McKinney's Unconsolidated Laws § 8633, NY UNCON LAWS § 8633

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8634

§ 8634 Application of act

Effective: June 14, 2019

[Currentness](#)

The provisions of this act¹ shall be applicable:

a. in the city of New York; and

b. in all counties within the state of New York outside the city of New York and shall become and remain effective only in a city, town or village located therein as provided in [section three](#) of this act.²

Credits

(L.1974, c. 576, § 4 [§ 14]. Amended L.2019, c. 36, pt. G, § 3, eff. June 14, 2019.)

Footnotes

¹ L.1974, c. 576, § 4.

² [McK. Unconsol. Laws § 8623](#).

McKinney's Unconsolidated Laws § 8634, NY UNCON LAWS § 8634

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH ENVIRONMENTAL DESIGN & RESEARCH, LANDSCAPE ARCHITECTURE,
ENGINEERING & ENVIRONMENTAL SERVICES, D.P.C.
FOR THE AMOUNT OF \$49,780.00
FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES
IN THE DANTE STATUE RELOCATION PROJECT**

WHEREAS, the City of Newburgh proposes to relocate a statue of Dante from its current location at 124 Grand Street to a City-owned property site; and

WHEREAS, the City issued a request for proposals for professional design and engineering services to assist the City in relocating the Dante statue to preserve and protect the commissioned artwork; and

WHEREAS, the City of Newburgh has received a proposal from Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for professional design and engineering services to complete the Dante Statue Relocation Project for the amount of \$49,780.00; and

WHEREAS, funding for the proposal shall be derived from budget line A.1440.0455; and

WHEREAS, this Council finds that approving the proposal and authorizing the City Manager to execute a contract with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for professional design and engineering services to complete the Project is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. for professional design and engineering services in the Dante Statue Relocation Project in the amount of \$49,780.00.

CITY OF NEWBURGH
Professional Design and Engineering 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 Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., with an office address of 217 Montgomery Street, Suite 1100, Syracuse, New York 13202 ("Consultant").

WITNESSETH

WHEREAS, Consultant, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform services necessary to complete, in a skillful and professional manner, design services and services related and incidental to the design and construction of Dante Statue Relocation.

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

Schedule A – Consultant Proposal to City RFP #7.23

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

WHEREAS, Consultant assumes responsibility for design only, with terms of construction of design elements being made pursuant to a separate agreement.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed \$50,000.00, 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 Consultant to perform the services related and incidental to the design, and Consultant does hereby agree to perform such services described herein. The City and Consultant agree as follows:

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

1. DEFINITIONS

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

- 1.1 Agreement: The Agreement executed by both the City and Consultant.
- 1.2 Additional Services: A written authorization for additional services 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 Consultant's basic services that meets project scope and budget.
- 1.4 Bid Documents: The final construction documents, solicitation, invitation, scope of services, to procure a contractor for construction of the project.
- 1.5 Budgeted Direct Construction Cost: The City's budgeted cost to construct the project.
- 1.6 City: The City of Newburgh.
- 1.7 Construction Documents: The design drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, and change orders developed to convey in detail the design, function and construction of the project. These documents will be used as the basis for estimating the cost of the project, securing bids for constructing the project, and directing a contractor in construction of the project.
- 1.8 Construction Documents Phase: The portion of the services during which the Construction Documents are created.
- 1.9 Consultant: The individual or design firm represented who is identified on the signature line of the Agreement.
- 1.10 Contract: Same as Agreement.
- 1.11 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.
- 1.12 Cost Control Report: Documentation providing cost data for the continuing evaluation of the services. The cost figures shall be a reasonable estimate of expenditures at the end of the reporting period based on current information.
- 1.13 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.

-
- 1.14 Final Design Phase: The portion of the services during which the Preliminary Design Documents are created, ninety (90) percent design drawings.
 - 1.15 Major Categories of (the) Services: Key components, systems and sub-assemblies of a project. These categories include, but are not limited to: demolition, site preparation, foundations, exterior enclosure, interiors construction, mechanical, electrical, plumbing systems, built-in casework and equipment, site improvements and landscape. Specific categories and sub-categories are defined within the UniFormat construction component classification system.
 - 1.16 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.
 - 1.17 Preliminary Design (Design Development) Documents: Design drawings, outline specifications and cost estimates developed from the Schematic Design Documents prepared to more comprehensively define the size, character and quality of the project and to further confirm compliance of the design with the project scope and budget.
 - 1.18 Preliminary Design (Design Development) Phase: The portion of the services during which the Preliminary Design Documents are created sixty percent (60) percent design drawings.
 - 1.19 Principal(s): The individual(s) of the Consultant authorized on behalf of the firm to act as signatories to agreements for this project.
 - 1.20 Project Manager: A representative of the City designated to act on behalf of the City with respect to the project.
 - 1.21 Project Construction Budget: The project construction cost allowance specifically stated in writing as the 'revised' or 'current' 'Project Construction Budget' by the City at each applicable phase of plan development.
 - 1.22 Project Construction Cost: The actual amount paid by the City for constructing the project.
 - 1.23 Record Documents: An archive reference edition of the Construction Documents prepared by the Consultant incorporating changes from the original Construction Documents indicated in the As Built Drawings.
 - 1.24 Schematic Design Documents: Drawings, outline specifications, and room summary schedule developed to sufficient detail to convey an initial indication of the design of the project, functional relationships of interior areas, the relationship of the project to
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the site, other buildings and the campus, the materials to be used in construction, the types of mechanical, electrical and structural systems to be utilized.

- 1.25 Schematic Design Phase: The portion of the services during which the Schematic Design Documents are created, thirty (30) percent design drawings.
- 1.26 UniFormat: A construction classification system published by the Construction Specifications Institute (CSI) of Alexandria, VA, or successor, for organizing construction information into a standardized order and sequence to facilitate project budget analysis. UniFormat divides construction work into various categories and subcategories referred to as levels. The higher the level, the more detailed the division of the work becomes.

2. SCOPE OF SERVICES

- 2.1 Consultant 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 Consultant 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 services in this Project. All services required under this Contract shall be performed in accordance with these practices, sound design, engineering and surveying standards, practices and criteria, and any special requirements as may be described in **Schedule A**.
- 2.3 Upon receipt of a fully executed Agreement from the City, Consultant shall prepare Schematic Design Documents in accordance with the Project requirements furnished by the City.
- 2.4 The Schematic Design Documents shall convey an initial indication of the design of the project, functional relationships of relevant areas, the relationship of the project to the site, other buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems to be utilized.
- 2.5 Prior to the start of services, Consultant shall submit for approval by the City the names of any subconsultant firms and key individuals proposed for the project design team. The City shall have the exclusive discretion to accept or reject for cause any subconsultant or individual proposed. If a subconsultant is rejected, the Consultant shall propose an alternate subconsultant acceptable to the City. Nothing in this Agreement shall create any contractual relationship between the City and any subconsultant retained by the Consultant.
- 2.6 Prior to the start of services, Consultant shall review the document needs and organization, including coordination with the Project Manager. Based on this review,

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- Consultant shall issue a letter to the Project Manager describing measures to be employed by the design team to ensure document coordination on the project.
- 2.7 Prior to the start of services, Consultant shall perform 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 herein and in **Schedule A**.
- 2.7.1 One (1) start meeting, which shall include a site visit.
- 2.7.2 At least one (1) stakeholder meeting and one (1) public meeting.
- 2.7.3 Three (3) project progress review meetings, scheduled at thirty percent (30%) completion of services, sixty percent (60%) completion of services, and ninety percent (90%) completion of services.
- 2.7.4 One (1) project completion meeting.
- 2.8 Consultant will commence services no later than ten (10) days after receiving written notice to proceed from the City.
- 2.9 Physical prints and electronic copies of documents shall be provided upon request by the City at any time, including after project completion, at Consultant's sole cost and expense. Absent specific exclusion no less than the following minimums shall be provided:
- 2.9.1 One (1) full size print copies of completed work, with size to be determined by the City.
- 2.9.2 One (1) electronic copy of all plans, and specification in an electronic format acceptable to the City.
- 2.9.3 One (1) copy of an integrated 3D BIM model (if applicable), DWG, Word, and/or PDF of plans and specifications.
- 2.10 Consultant shall complete work and services in accordance with the Schematic Design Documents, typically 30% design drawings, and submit such work to the City for approval. Consultant shall keep the City informed as to the progress of the services and document to the City in writing if the Project Design Schedule needs to be revised.
- 2.11 Consultant shall solicit and obtain written authorization from the City to proceed with any Preliminary Design Phase Services, typically 60% design drawings. Upon receipt of written authorization, the Consultant, using the approved Schematic Design Documents, shall prepare the Preliminary Design Documents. The development of the Preliminary Design Documents shall be responsive to the comments received from the City during the Schematic Design Phase.
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- 2.12 Preliminary Design Documents shall continue from the Schematic Design Documents to develop the design of the project in greater detail confirming or adjusting as required all aspects of the Schematic Design Documents to fix and illustrate the size, character, and quality of the project.
- 2.13 Consultant shall solicit and obtain written authorization from the City to proceed with any Final Design Phase Services, typically 90% design drawings. Upon receipt of written authorization, the Consultant, using the approved Preliminary Design Documents, shall prepare the Final Design Documents. The development of the Final Design Documents shall be responsive to the comments received from the City during the Preliminary Design Phase.
- 2.13.1 Consultant shall review and make a preliminary determination of significance under the State Environmental Quality Review Act (“SEQRA”) and related construction requirement analysis to develop a list of additional permits and/or approvals that may be required. Any services required following a positive declaration of significance, including a Draft Environmental Impact Statement, and survey services that may be required by the New York State Office of Parks, Recreation and Historic Preservation, will be considered “additional services” addressed in Section 3 of this Agreement.
- 2.13.2 After the physical project site is determined, Consultant will complete a topographic survey and geotechnical investigation of the selected site to complete final design development.
- 2.13.3 Consultant will produce and provide documents necessary to comply with the SEQRA, complete permit and approval applications on behalf of the City. Services required following a positive declaration of significance under SEQRA, including a Draft Environmental Impact Statement, and hours in excess of 20 required to obtain permits and approvals will be considered “additional services” addressed in Section 3 of this Agreement.
- 2.14 Consultant will prepare final Construction Documents, certified by a licensed professional, based on the Final Design Documents responsive to any further and final comments received from the City during the Final Design Phase.
- 2.15 Consultant will prepare Bid Documents during the Construction Documents Phase for construction contractors and review bids received and assist the City in the selection of a qualified construction contractor.
- 2.16 Consultant will provide construction inspection services during the Construction Phase of the project. Project meetings/site visits shall be provided with the Scope of Services and as described herein and in **Schedule A**.
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- 2.16.1 One (1) pre-construction meeting with the selected contractor and the City staff.
 - 2.16.2 Review contractor shop drawing submittals.
 - 2.16.3 At least three (3) periodic site inspections to verify contractor's work progress, scheduled at thirty percent (30%) completion of work, sixty percent (60%) completion of work, and ninety percent (90%) completion of work with written summary progress reports to include photographs.
 - 2.16.4 Preparation of a list of any incomplete items after receipt of contractor's notice of substantial completion
 - 2.16.5 Unforeseen conditions that result in a temporary stop of construction work requiring remediation plan for contaminated conditions will be considered "additional services" addressed in Section 3 of this Agreement.
- 2.17 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Consultant. Consultant 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 described in **Schedule A**.
- 2.18 If Consultant believes that any services the Consultant 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 Consultant shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to services. The City shall review said objections in good faith and, in its sole discretion, decide whether such services are beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such services does constitute Additional Services, the City shall provide extra compensation to the Consultant as provided for in Sections 3 and 4, below. In this instance, an amendment to the Agreement, providing the compensation and describing the services authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional services that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such services 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 Consultant and shall be paid for by the City as provided in Section 4 (Compensation).

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- 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 Providing feasibility studies necessary to define the scope for a Schematic Design.
 - 3.3.2 Providing civil surveys, site evaluations, or comparative studies of prospective sites.
 - 3.3.3 Making measured drawings of existing construction, excluding the topographic survey, as required for planning renovation work, if adequate record drawings are not available. As a part of the Scope of Services, Consultant shall confirm the accuracy of available information and shall make themselves familiar with the observable site and existing building conditions.
 - 3.3.4 Revising previously approved services, notwithstanding Section 3.4.2.
 - 3.3.5 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 Consultant.
 - 3.3.6 Providing additional professional services made necessary through no fault of the Consultant, but by the fault of a builder/contractor, or the City in the performance of the construction contract. No extra services will be authorized in connection with change order preparation arising out of Consultant's misinterpretations, errors or omissions.
 - 3.3.7 Providing additional professional services made necessary to affect a material change of the Agreement requested by the City.
 - 3.3.8 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 Consultant's errors, omissions, or design deficiencies.
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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 Consultant's Scope of Services shall be as indicated in **Schedule A**.
- 4.3 Fee proposals by the Consultant shall be reflective of the actual effort necessary to design and document the condition identified in Section 2 (Scope of Services).
- 4.4 For Consultant'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 services 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 services provided in the project, the Consultant shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.7 Consultant agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Consultant 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 Consultant from exercising his rights under Section 2 (Scope of Services) of this contract.
- 4.8 All subcontractors and subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.9 Payment to Consultant 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 Consultant as required, at City expense. Said documents shall be for reference only, and the City makes no representations as to the quality, propriety, or accuracy of the information contained in said documents.
- 5.2 To the best of its ability, the City shall provide site information that indicates lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries, grades and contours of the site; locations, dimensions and data pertaining to known utilities, existing structures, landscaping and trees, and other improvements.
- 5.3 The City shall provide a geotechnical report, test borings, test pit information, soil bearing values, and other geotechnical assessments appropriate to define sub-surface conditions, if available.

6. CONSULTANT RESPONSIBILITIES

- 6.1 Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant 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 Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant'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.
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7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1 Consultant 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 Consultant 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 Consultant shall be made available to the other party to this Agreement upon written request and without expense to such other party.
- 7.3 Consultant 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 services 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.
- 7.5 At the time of completion of the services, the Consultant 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 services 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 Consultant 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 Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates, and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the City, unless disclosure is otherwise required by law.
- 7.6 Consultant agrees that if patentable discoveries or inventions should result from services described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant 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 Consultant. Consultant may terminate this Agreement only if the City substantially fails to perform in accordance with Section 5 (City Responsibilities) of this Agreement. Prior to Consultant 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, Consultant 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 Consultant terminates this Agreement in accordance with Section 8.1, the City shall pay to the Consultant 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 services plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Consultant, plus any pro-rata sums due to Consultant 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 services and services in process including incomplete drawings and other documents whether delivered to the City or in the possession of the Consultant.
- 8.3 The City may immediately cancel this Agreement on notice to Consultant if the City receives information that any services 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 Consultant, 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 Consultant agrees to hold harmless, , and indemnify the City, and the officers, , 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 any negligent act or omission or willful misconduct on the part of the Consultant, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

9.3 Consultant shall not commence services until the City has received evidence of the insurance required in this section and approved the same.

9.4 Consultant shall obtain the following policies and coverages. The insurance furnished by the Consultant 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 Consultant 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 Consultant and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows:

\$1,000,000	Each Accident - combined single limit for bodily injury and property damage.
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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 Consultant and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Consultant 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 Consultant shall renew and keep such insurance in effect for at least six (6) 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.

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- 9.4.6 Consultant 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 Consultant for coverage until the work is accepted as complete.
- 9.4.10 Consultant shall notify the City in writing of any material change in insurance coverage.
- 9.4.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
- 9.4.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
- 9.4.11.2 For claims related to the work, Consultant'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 Consultant's insurance and shall not contribute with it.
- 9.4.11.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.
- 9.4.11.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
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- 9.4.12 Any deductible under any policy of insurance required in this section shall be the Consultant's liability.
 - 9.4.13 Acceptance of certificates of insurance by the City shall not limit the Consultant's liability under the Agreement.
 - 9.4.14 If the City is damaged by the failure of Consultant to provide or maintain the required insurance, the Consultant shall pay the City for such damages.
 - 9.4.15 Consultant's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

10. MISCELLANEOUS

- 10.1 Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.
 - 10.2 Consultant 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, Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Consultant agrees that neither it nor its sub-consultants 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 Consultant certifies compliance with providing a drug-free workplace.
 - 10.4 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, 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.
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- 10.5 Consultant warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Consultant or subconsultants for services performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Consultant or its subconsultants.
- 10.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 10.7 Consultant 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 Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.
- 10.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.
- 10.8.1 Notice served upon the City shall be delivered to:
- City of Newburgh
attn.: City Engineer
83 Broadway
Newburgh, New York 12550
- 10.8.2 Notice served upon Consultant shall be delivered to:
- Environmental Design & Research, Landscape Architecture, Engineering
& Environmental Services, D.P.C.
attn.:
[ADDRESS]
[CITY/STATE/ZIP]
- 10.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Consultant 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.
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- 10.11 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 10.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 10.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 10.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

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

- 11.1 Should this Agreement, or any portion thereof, be funded with federal aid, Consultant 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):

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- 11.1.3.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 11.1.3.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
 - 11.1.3.3 Does not have a proposed debarment pending; and
 - 11.1.3.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

Signature Page

Agreement for Design and Engineering Services

City of Newburgh with Environmental Design & Research, Landscape Architecture, Engineering
& Environmental Services, D.P.C.

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

DATED: _____, 2023

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 2023

ENVIRONMENTAL DESIGN & RESEARCH,
LANDSCAPE ARCHITECTURE, ENGINEERING
& ENVIRONMENTAL SERVICES, D.P.C.

By: _____

Name: Jo Anne C. Gagliano, RLA

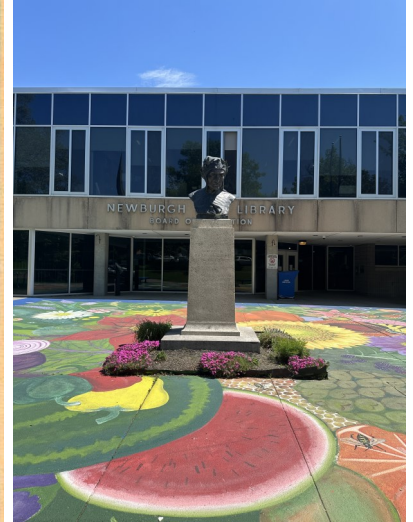
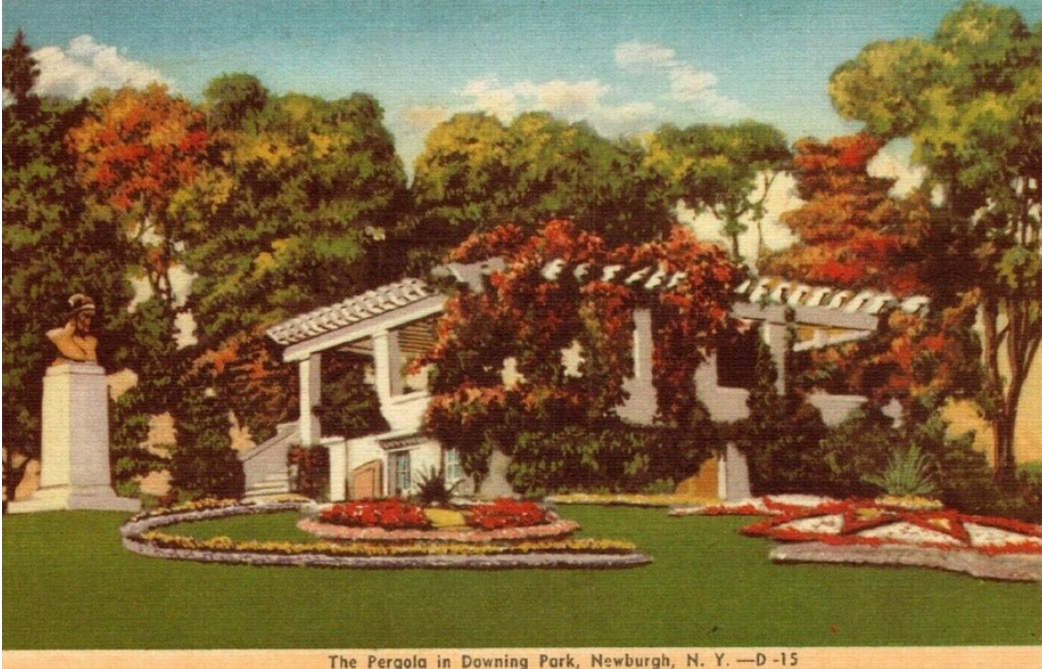
Title: President, Principal-in-Charge

City of Newburgh with Environmental Design & Research, Landscape Architecture, Engineering
& Environmental Servies, D.P.C.

On the ____ day of _____, in the year 20____, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

On the ____ day of _____, in the year 20____, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

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Dante Statue Relocation

RFP No. 7.23

Prepared for:

City of Newburgh

City Hall
83 Broadway, 4th Floor
Newburgh, New York 12550

Prepared by:

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.

217 Montgomery Street, Suite 1100, Syracuse, NY 13202
p: 315.471.0688 | f: 315.471.1061 | edrdpc.com

Submission Date: 9/7/2023

TABLE OF CONTENTS
DANTE STATUE RELOCATION
RFP NO. 7.23



Cover Letter.....	1
1. EDR Overview.....	2
• Management Organizational Chart.....	3
• Resumes.....	4-11
2. Description of proposed availability for work on this project.....	12
3. Description of firm’s experience.....	12
• Expertise on previous projects of similar and relevant scope.....	See Appendix A (References and contact information are provided on the slipsheets)
4. Firm’s understanding of the Scope of Services.....	12-14
• Detailed schedule of project services	15
5. Services to be provided “in-house” by the firm as well subcontracted services.....	15
6. Proposed fee and payment schedule.....	16
7. Appendix A - Project Examples.....	17-24
8. Appendix B - Description of professional liability and general insurance.....	25
9. Appendix C - Iranian Energy Sector Divestment Act Affidavit (Certified).....	26
10. Appendix D - Non-Collusion Bidding Affidavit (Certified).....	27





September 6, 2023

Ms. Janice Gaston, City Comptroller
City of Newburgh
83 Broadway – 4th Floor
Newburgh, NY 12550

RE: Professional Services related to the Dante Statue Relocation RFP No. 7.23

Dear Ms. Gaston:

Thank you for the opportunity to present our team, scope of services and qualifications to City of Newburgh for the Dante Statue Relocation project. We are excited for this opportunity to share our 35+ years of experience with the City of Newburgh to help guide the relocation of a historically significant statue.

EDR is the lead firm for the project and I, Lisa Nagle, will be the primary point of contact. Laura Lourenco, who is the Project Manager for the Hillside BOA project, will serve as Project Manager for this project as well. In this role, she will be your day-to-day contact, responsible for managing, coordinating, and orchestrating assistance from the team's planning and technical assistance staff.

EDR is a NYS-certified Woman-owned Business Enterprise (WBE), registered and licensed in New York State, a land use planning, design, engineering, and environmental consulting firm that has completed award winning projects across the state. We strive to guide each client community's quest to preserve their unique character while planning for and managing changing needs and opportunities to foster long-term growth and development. Our team offers a full and diverse range of services ranging from policy making to design and construction while considering climate change and resiliency, economic development, sustainability, and historic preservation, SEQRA compliance, and much more.

Thank you for this opportunity to serve and work alongside the City of Newburgh on this initiative. We truly enjoy this type of work, and enthusiastically look forward to helping revitalize the Mid-Hudson Region.

Sincerely,

Jo Anne Gagliano, RLA
EDR President

Lisa C. Nagle, AICP, RLA
EDR Planning Practice Leader

SECTION 1: FIRM OVERVIEW



Name: Environmental Design & Research,
Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR)

Address: 217 Montgomery Street, Suite 1100
Syracuse, NY 13202

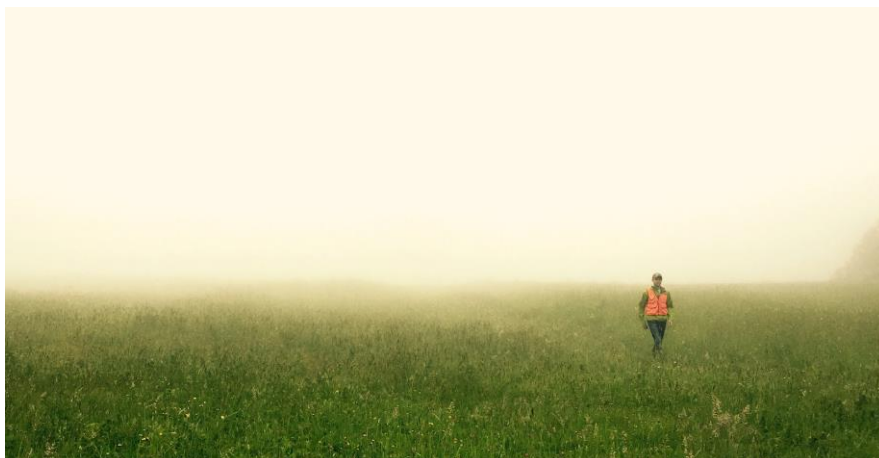
Offices: Rochester, Saratoga Springs, White Plains, Pennsylvania & Ohio

Phone: 315.471.0688

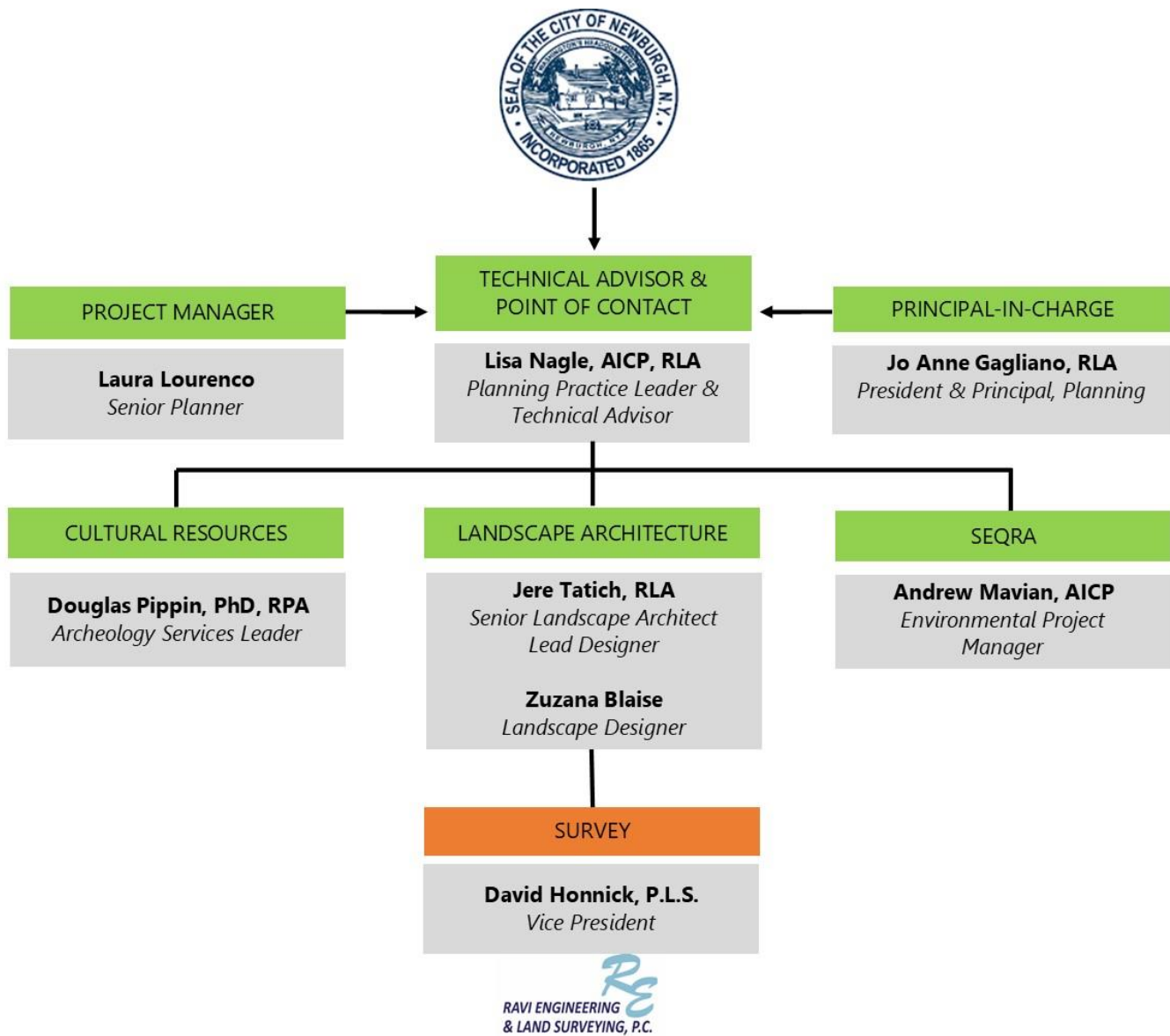
FEIN: 16-1239327

Firm Profile: EDR is a NYS-certified Woman-owned Business Enterprise (WBE) offering multi-disciplinary land use planning, design, engineering, and environmental consulting services. They are comprised of a professional staff of more than 200 including community and land use planners, landscape architects, site/civil and water/wastewater engineers; and regulatory compliance, ecological, cultural, graphics, outreach and engagement, visualization, and geographic information systems mapping/analysis specialists. Their mission is to make places better for people and for the environment. Their method for achieving this is a resource-based approach putting the client, community, and environment first to create realistic sustainable solutions.

Since founding in 1979, EDR has completed literally hundreds of community-based revitalization plans, strategic redevelopment plans, and conceptual site designs and action steps for near-term and long-term implementation. Goals for some of these types of projects include: (1) creating sustainable development, (2) fostering long-term economic growth by leveraging the assets of the site and the region, (3) applying placemaking principles to create special public spaces, and (4) minimizing impacts. EDR is very experienced in creative problem solving with functional applications, strong project management, and meaningful communication with the public. Problem solving can occur in big, bold decisions or in small, incremental applications such as site design details. To that end, they employ creative thinking at all levels and in all disciplines including community and land use planning, site design, historic and scenic resources assessments, marketing strategies, and understanding economic opportunities. The key to success is that EDR strives to tie creativeness to functional application.



SECTION 1: EDR ORGANIZATIONAL CHART AND RESUMES





Summary for LA

Jo Anne is the President, a Principal-in-Charge, and Principal / Landscape Architecture at EDR. She is also a registered Landscape Architect with more than 30 years of professional experience in commercial and residential development, urban streetscape improvement, parks and recreation facilities, historic restoration, and university-area site improvements. Jo Anne's training and expertise includes horticulture and landscape management. As Principal-in-Charge, Jo Anne is contractually responsible for the EDR team. As Principal / Landscape Architecture at EDR, her responsibilities include oversight as in-house leader of concept design, preliminary design, design development, construction documentation, bidding, and construction administration phases; providing technical guidance to the production team; and ensuring EDR products exceed expectations.

Project Experience

Highland Park Arboretum, Monroe County, Rochester, NY- Developed site plan, design and coordinated engineering services for the development of expansion to this Frederick Law Olmsted-designed Park, situated along the Genesee River, which houses one of the nation's largest lilac collections. The Park and Lamberton Conservatory (located at the gateway of the Park) are considered to be a world-class arboretum and sanctuary. Careful attention to scale and perspective was made to engage users to enjoy the park year-round, as well as accommodate up to 500,000 visitors during the 10-day run of this nationally recognized event. AIA and ASLA Design Awards.

The Pike Block, VIP Development, Syracuse, NY- Managed design and engineering to support revitalization of a c. 1855-1888 vacant and unused piece of Syracuse Downtown history. Multiple Design Awards for Adaptive Reuse & Historic Preservation.

NYS Office of Parks, Recreation & Historic Preservation, Allegheny, Genesee & Niagara State Park Region, LA Term Services Contract – EDR serves as Lead Consultant of a multi-disciplinary project team providing landscape architecture, site/civil engineering, environmental regulatory compliance, cultural and ecological resources management services as needed. Principal-in-Charge.

Monroe County Department of Parks, Mendon Ponds Park Update - EDR prepared master plan updates in support of future development plans for 2,000-acre "National Natural Landmark"-designated Park comprised of glacial landforms, wetlands, and rare ecological communities. EDR also developed the original master plan for land use, recreation, and ecological preservation of the park. The update included extensive public participation. Recommendations addressed resource protection, ecological community restoration, species and habitat management, recreational use restrictions, interpretive educational opportunities, park operations and maintenance concerns. Principal-in-Charge

Erie Canal Gateway Park, City of North Tonawanda, NY- Developed designs to create a prominent gateway at the western end of the Erie Canal system to celebrate the canal. The design concept included transient docking, preservation of historic character, redesign of a 600 FT section of canal wall, a pedestrian promenade along the canal, and a pavilion for special. Reported record numbers of visits at the park and more than 5,000 boaters the first year after implementation. ASLA Public Landscape Design Honor Award.

Aurora Inn, Aurora, NY - Managed design through construction administration of site and aesthetic improvements of renovation of historic inn in Aurora, New York. The college-owned site had fallen into disrepair, and improvements had to accommodate concerns of New York State Department of Transportation and related agencies. Included major tree relocation and preservation of visual links to historic character, function on land form, and maintenance of glacier-formed lake edge and meandering vegetation.

Education

- Bachelor of Science in Landscape Architecture, Cornell University, College of Agriculture and Life Sciences, 1988
- Studies Abroad - University of Copenhagen, Architecture and Design Studies Program, Copenhagen, Denmark, 1987
- Associate of Applied Science in Horticulture and Landscape Planning, State University of New York at Morrisville, 1985

Registration

- Registered Landscape Architect - NY # 001474
- Registered Landscape Architect - PA # LA001616R
- Registered Landscape Architect - MI # 3901046993
- Registered Landscape Architect - OH # 2101572
- Registered Landscape Architect - MA # 4426-LA-LA
- Registered Landscape Architect IL # 157001742

Professional Affiliations

- New York Water Environment Association Stormwater Task Force
- American Society of Landscape Architects
- Chair, Syracuse Regional Airport Authority Board of Directors
- American Planning Association
- Village of Fayetteville Planning Board
- Co-Chair, Syracuse Downtown Committee Board of Directors
- City of Syracuse, Heritage Park at Columbus Circle Advisory Commission
- Hanover Square Association



Lisa Nagle, AICP, RLA, is known in the planning community for her dynamic and engaging presence. Throughout her career, Ms. Nagle has led and developed numerous projects in close partnership with community leaders, volunteer committees, the private sector, and the general public. She has practiced strategic planning, project visioning/goal setting, and economic development for over 30 years. Lisa's passion and knowledge is evident and, as such, she is a frequent presenter at both national and local conferences. She is also a knowledgeable author with published articles in several planning publications.

Ms. Nagle has proven experience in the areas of consensus-building, community revitalization, project strategy, grant writing, and utilizing geographic information systems (GIS) to assist clients in decision-making with regard to community planning, site development, and resource management.

Education

- M.S. Geography
University of Akron, OH, 1989
- B.S. Geography, Urban Planning
SUNY Geneseo, 1987

Registration / Certifications

- Registered Landscape Architect
– NY
- Registered Certified Planner
AICP

Professional Affiliations

- American Institute of Certified Planners
- American Planning Association (APA)
- Upstate American Planning Association
- New York State Council on the Arts' Architecture Planning & Design Panel

Project Experience

Brownfield Opportunity Area (BOA) Nomination Study, City of Newburgh, NY – Planning Practice Leader providing consulting services working with the City of Newburgh, community leaders and a Steering Committee. Public outreach is in the process will focus on the approximately 81-acre Hillside area between the Hudson River and Newburgh's downtown commercial corridors to establish a clear vision and action plan to revitalize the Hillside into a sustainable and livable downtown neighborhood.

Spirit of Life & Spencer Trask Memorial, Congress Park, City of Saratoga Springs, NY – Planning Practice Leader provided design services for to the development of this restoration conservation project.

Thomas Cole National Historic Site Master Plan Development, Village of Catskill, NY – Planning Practice Leader assisted the Cole House in the development of its current site master plan and the securing of grants to address an increase in visitors to the grounds. Components of the master plan including improved wayfinding and ease of accessibility along the walkways, an enhanced site identification sign, and considerations for the development of an education barn. Design efforts are underway for the proposed visitor's center.

Infrastructure and Land Improvements to Improve Water Quality, Lake Welch, Harriman State Park, NY – Planning Practice Leader working with a consultant team and NYS Office of Parks, Recreation & Historic Preservation is providing landscape architecture services that will merge the engineering recommended water quality improvements with the surrounding park land aesthetics and landscape setting.

Roosevelt Bath & Vicinity Concept Site Plan for Parking, Pedestrian Circulation and Courtyard Design, Saratoga Spa State Park, City of Saratoga Springs, NY - NYS Office of Parks, Recreation & Historic Preservation – Planning Practice Leader worked with the consultant team to develop vicinity concept site plan for additional parking, pedestrian circulation, and courtyard design. Worked together to provide a schematic design level alternative.

Charles R. Wood Park, Village of Lake George, NY – Working with a consultant team and NYS Department of Transportation, Ms. Nagle provided community outreach services and a series of many public input sessions that resulted in a consensus-based document which sets forth a vision for the community, as well as focused goals and recommendations the Village can implement to achieve that vision.



Laura Lourenco is an urban resilience expert with a background in urban geography and sustainable development. Her career has focused on supporting local communities to increase their sustainability and resilience through integrated planning and policy approaches that balance social, economic, and environmental needs. She is experienced in leading multi-stakeholder projects and discussions to facilitate informed, participatory planning and action in cooperation with local practitioners and decision-makers. Her skills include project management and coordination, strategic planning, and event organization and facilitation.

In previous roles with ICLEI – Local Governments for Sustainability and the UN Framework Convention on Climate Control, she has led global events such as the annual Resilient Cities Congress in Bonn, Germany, and contributed to the development of several tools, publications, and partnerships designed to enable best practices related to risk reduction, nature-based solutions, climate finance, social cohesion, researcher-practitioner collaboration, and multi-level governance.

Education

- M.S.c Environment Development
Trinity College, Dublin, Ireland,
2012
- B.A. Geography
Colgate University, 2008

Professional Affiliations

- American Planning Association
(APA)
- Upstate American Planning
Association
- American Society of Adaptation
Professionals

Employment History

- Senior Planner
Elan Planning & Design, LLC.

Project Experience

Brownfield Opportunity Area (BOA) Nomination Study, City of Newburgh, NY – Senior Planner working with the consultant team, the City of Newburgh, community leaders and a Steering Committee. Public outreach is in the process and will focus on the approximately 81-acre Hillside area between the Hudson River and Newburgh's downtown commercial corridors to establish a clear vision and action plan to revitalize the Hillside into a sustainable and livable downtown neighborhood.

Downtown Revitalization Initiative (DRI), Clinton and Kirkland County, NY

Downtown Revitalization Initiative (DRI), City of Utica, NY

Downtown Revitalization Initiative (DRI), City of Gloversville, NY

Downtown Revitalization Initiative (DRI) City of Glens Falls, NY

Downtown Revitalization Initiative (DRI), Town of Ticonderoga, NY

Downtown Revitalization Initiative, Comprehensive Plan, and Zoning Ordinance Update, City of Watertown, NY

Downtown Revitalization Initiative (DRI) application, City of Cohoes, NY

Downtown Revitalization Initiative (DRI) application, Village of Tupper Lake, NY

New York Forward Capital Region Program, Village of Coxsackie, NY

Lake Ontario Resiliency & Economic Development Initiative (REDI), Tourism

Coastal Lakeshore Economy and Resiliency (CLEAR) Planning for Orleans, Niagara and Wayne Counties, Lake Ontario, NY

Brownfield Opportunity Area Plans for North and South Develop, and Develop a Local Waterfront Revitalization Program, City of Albany, NY

Prepare a Strategic Plan for the Over-The-Horizon Backscatter Radar Site for the Passamaquoddy Tribe of Pleasant Point, Washington County, ME



Mr. Tatich works in concert with the project sponsor to sculpt each project vision into its own reality. Jere focuses on incorporating environmental stewardship into each of his designs as a foundation of creating a successful space. He is a site designer who is well-versed and experienced in all aspects of a project - from the initial site evaluation and program development through construction to the ribbon cutting.

Jere brings design leadership, experience, energy, and innovation to every project he undertakes. For over 35 years, Jere has worked with a diverse range of clients and project types. His expertise lies in campus and urban master planning, places of memorial and historical significance, sports and recreation facilities, downtown revitalization, waterfront enhancement, and project development strategy.

Project Experience

Education

- B.S. Landscape Architecture, Cornell University, 1982
- A.A.S. Horticulture Degree, SUNY Cobleskill, 1979

Registration / Certifications

- Registered Landscape Architect - NY, ME

Professional Affiliations

- Saratoga Springs Preservation Foundation Board, Past President
- American Society of Landscape Architects

Spirit of Life & Spencer Trask Memorial, Congress Park, City of Saratoga Springs, NY –

Prior to EDR, provided landscape architecture services working in partnership with the Saratoga Springs Preservation Foundation, undertook the restoration and conservation of the Spirit of Life & Spencer Trask Memorial. Original memorial construction was completed in 1915 and is in need of restoration and conservation. The Memorial is located in City's Congress Park, a National Historic Landmark. The Memorial was a collaboration of sculptor Daniel Chester French and architect Henry Bacon, whose other work includes the Lincoln Memorial in Washington D.C.

Thomas Cole National Historic Site Master Plan Development, Village of Catskill, NY –

Currently providing consulting services to the Cole House for the development of its current site master plan and the securing of grants to address an increase in visitors to the grounds. Components of the master plan including improved wayfinding and ease of accessibility along the walkways, an enhanced site identification sign, and considerations for the development of an education barn. Design efforts are underway for the proposed visitor's center.

James Fennimore Cooper Museum, Village of Cooperstown, NY –

Prior to EDR, Project Landscape Architect and assisted the museum with locating a walkway from the remote parking and to downtown that crossed in front of the museum. The new walkway was positioned within the rolling grade of the front lawn that provided ease of use and minimized visual impact.

Infrastructure and Land Improvements to Improve Water Quality, Lake Welch,

Harriman State Park, NY – Project Landscape Architect currently working with a consultant team and NYS Office of Parks, Recreation & Historic Preservation is providing landscape architecture services that will merge the engineering recommended water quality improvements with the surrounding park land aesthetics and landscape setting.

Roosevelt Bath & Vicinity Concept Site Plan for Parking, Pedestrian Circulation and Courtyard Design, Saratoga Spa State Park, City of Saratoga Springs, NY - NYS Office of Parks, Recreation & Historic Preservation – Prior to EDR, Practice Leader worked with the consultant team to develop vicinity concept site plan for additional parking, pedestrian circulation, and courtyard design. Worked together to provide a schematic design level alternative. The Schematic Design deliverable included scaled dimensions and site grading, construction material identification and design feature specifics for development into Design Development level documents.



Zuzana Blaise is an integral member of Elan's site design team that focuses on brownfield and waterfront revitalization, park design and community Main Street enhancement.

Ms. Blaise earned her degree in horticulture and landscape engineering from the Slovak University of Agriculture in Nitra with a minor in landscaping and landscape planning. She has hands-on experience with horticulture, agricultural exhibitions, and garden design.

Ms. Blaise's work experience has placed her in settings that range from the Adirondack Mountains in Lake Placid, NY to the metro region of Europe and the small city environment of Saratoga Springs, NY. This varied physical and cultural environment exposure has benefited her site design capabilities by affording her the opportunity to both observe and design within a specific regional context and bring to bear the best ideas to the project at hand.

Education

- Horticulture and Landscape Engineering Degree, Slovak University of Agriculture, Nitra, 2006

Employment History

- Technician/Site Designer, Engineering Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Saratoga Springs, NY, 2023-Present
- Technician/Site Designer, ELAN Planning & Design, LLC

Project Experience

Contemplative Space, SUNY New Paltz, City of New Paltz, NY

Downtown Revitalization Initiative (DRI) Round Five, Brownfield Opportunity Area Study and Local Waterfront Revitalization Plan, City of Gloversville, NY

St. Thomas Park and Elm Street Pedestrian Way, City of Gloversville, NY

Enlarged School District Capital Improvements Project and Site Infrastructure SWPPP Inspections, Gloversville, NY

Downtown Revitalization Initiative (DRI) Round Two, Comprehensive Plan and Zoning Ordinance Update, City of Watertown, NY

Downtown Revitalization Initiative (DRI) Round Four, Harbor Point Redevelopment Plan (Design, Public Outreach, and Environmental Review), City of Utica, NY

Downtown Revitalization Initiative (DRI) Strategic Investment Plan, City of Glens Falls, NY

Charles R. Wood Park, Community Outreach, Water Feature, Gateway Signage, Lake George Village, NY

Roosevelt Bath & Vicinity Concept Site Plan for Parking, Pedestrian Circulation and Courtyard Design, Saratoga Spa State Park, City of Saratoga Springs, NY

Flanders Park Shoreline Walk Extension and Mill Street Park Entrance, Village of Tupper Lake, NY

Design of LaPierre Lane Park, Lake Champlain/Saranac River Trail and Local Waterfront Revitalization Plan, Town of Plattsburgh, NY

Main Street Reconstruction, Lake Placid, NY

Northville Lake Waterfront Park, Village of Northville, NY

Waterfront Access with Pedestrian Bridge & Walkway Master Plan, Village of Northville, NY

Waterfront and Gateway Improvements, Tupper Lake, NY



Doug Pippin is the Archaeology Services Leader at EDR. He has over 25 years of professional experience as an archaeologist, both in cultural resources management and as an anthropology professor for the State University of New York. Doug oversees the staff and operations for the archaeology group and develops strategies for the identification, protection, and/or mitigation of archaeological resources.

As a Senior Project Manager, Doug manages a portfolio of archaeological projects across New York State. In addition, Doug has experience directing compliance efforts for the Native American Graves Protection and Repatriation Act (NAGPRA) and has published numerous peer-reviewed articles. Doug's areas of expertise include historic sites archaeology, State Historic Preservation Office and Tribal Historic Preservation Office consultation, archaeological collections management, and contact-period archaeology in the northeastern United States and Canada.

Education

- Doctorate, Anthropology, Maxwell School of Citizenship & Public Affairs, Syracuse University, Syracuse, NY
- Master of Arts, Anthropology, Maxwell School of Citizenship & Public Affairs, Syracuse University, Syracuse, NY
- Bachelor of Science, Photojournalism, University of Maryland

Registration

- Registered Professional Archaeologist #17571

Professional Affiliations

- President, Lewis Henry Morgan Chapter (Rochester), NYS Archaeological Association
- New York Archaeology Council
- Society for Historical Archaeology

Employment History

- Senior Project Manager, Archaeology, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Syracuse, NY, 2021-present
- Archaeology Project Manager, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Syracuse, NY, 2018-2021

Project Experience

Riverhead Solar 2, Suffolk County, NY - Project Manager for a Phase I archaeological survey at a proposed 36-MW solar facility. Co-author of final report, submitted to New York State Historic Preservation Office (SHPO). Services provided in support of the New York State Department of Public Service Article 10 Application review.

Alamo Solar, Preble County, OH - Project Manager for the Phase I archaeological survey and co-author of the archaeological research design, in consultation with the Ohio Historic Preservation Office (OHPO). Services provided in support of an Application to the Ohio Power Siting Board (OPSB) for the proposed 70-MW solar energy project sited on approximately 1,002-acres.

Coxsackie Correctional Facility, Greene County, NY - Co-authored the Phase III archaeological survey report for a Pre-Contact Native American archaeological site identified and excavated pursuant to Section 14.09 of the New York State Historic Preservation Act and Section 106 of the National Historic Preservation Act. Directed laboratory analysis of approximately 7,000 artifacts.

Reimagine the Canals Initiative, Little Falls Connector, NYS Barge Canal Historic District, Town of Little Falls, Herkimer County, NY - Project manager for Phase IA archaeological survey for the transportation improvements within the NYS Barge Canal Historic District.

Cassadaga Wind Project, Chautauqua County, NY - Co-authored a Phase II documentary research report for three historic-period sites identified during the previous Phase IB archaeological survey, related to layout changes to a proposed 126-MW wind farm. Services provided in support of the New York State Department of Public Service Article 10 Application review.

Johnson Hall State Historic Site, Fulton County, NY - Project Manager for Phase I archaeological survey at the eighteenth-century colonial mansion of Sir William Johnson. Services were in support of building improvements for drainage around the foundation walls. Co-author of the final report submitted to SHPO.

Village of Mohawk Water Wells, Herkimer County, NY - Assisted in the report for the archaeological monitoring of excavation/construction of water wells within a 1.2-acre parcel being redeveloped with storm-resilient municipal and utility infrastructure. Monitoring was conducted as part of Section 106 of the National Historic Preservation Act consultation for the New York Governor's Office of Storm Recovery (GOSR) and Federal Emergency Management Agency (FEMA).



Education

- Master of Science, Environmental Science, State University of Environmental Science & Forestry, 1992.
- Bachelor of Science, Natural Resources, Cornell University, College of Agriculture & Life Science, 1989.

Professional Affiliations

- American Institute of Certified Planners, Member
- City of Peekskill Planning Commission, Member, 2011-2016.
- City of Peekskill Historic Landmark and Preservation Review Board, Member, 2009-2011.
- Peekskill School District, PTO President, 2008-2009, 2011-2014.

Employment History

- Project Manager, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., Albany, NY, 2018-present.
- Senior Environmental Planner, Tim Miller Associates, Cold Spring, NY, 1998-2006.
- Environmental Planner/Scientist, Louis Berger & Associates, Inc., Washington, D.C., 1994-1998.

Andrew Mavian is an Environmental Project Manager at EDR with more than 29 years of professional experience. Andrew's responsibilities include overseeing the advancement and completion of environmental permitting requirements for proposed development projects by public and private clients including state and local government agencies and public utility companies. Andrew's experience includes managing environmental reviews and impact analysis projects pursuant to the New York State Environmental Quality Review Act (SEQRA), the National Environmental Policy Act and other relevant regulations. He has also worked on numerous projects involving compliance with Article VII and Article 10 of the New York State Public Service Law and local, state, and federal wetland regulations.

As an Environmental Project Manager at EDR, Andrew manages and coordinates the implementation and completion of environmental projects, including the development of proposal scope, fee, and schedule, while serving as the client's primary point of contact, and delegating tasks to appropriate staff, providing QA/QC of delegated work, tracking of internal and external deliverables, and overall project organization. He evaluates and approves changes, and monitors progress relating to the scope, budget, and the schedule of projects.

Project Experience

Environmental Studies, Rockefeller State Park, Pocantico Hills, Westchester County NY and Minnewaska State Park, Gardiner, Ulster County, NY – Project manager for wetland delineations and tree survey studies at two state parks to support dam rehabilitation projects.

Upper Bowman Pond Tree Removal Project. Town/Village of Harrison and Village of Rye Brook, Westchester County, NY - Managed a Joint Application for Permit submitted to the USACE and the NYSDEC for the removal of hazard and dead trees within the City-owned Upper Bowman Pond to protect the integrity of the Bowman Avenue Dam. The Project is in the Village of Rye Brook and the Town/Village of Harrison and involves local permits from each municipality. Prepared applications and attended Planning Board meetings in both municipalities for local Site Plan Review and Wetland Permits. Prepared application for Westchester County Stream Permit.

Blind Brook Stream Monitoring System. City of Rye and Village of Rye Brook, Westchester County, NY - Managed approval process for local and county permits for the installation of two stream monitoring gauges along the Blind Brook. Prepared applications and attended Planning Board meetings in both municipalities for Wetland Permits, and for a Westchester County Stream Permit.

City of Oswego Combined Sewer Separation, Oswego County, NY – Managed the proposed project's compliance with the NYS SEQRA regulations, including the preparation of a long form EAF and coordination with interested and involved agencies.

Knapps Corners Substation Rebuild, Central Hudson Gas & Electric, Poughkeepsie, Dutchess County, NY – Prepared environmental analyses for an electrical substation rebuild project that requires town site plan approval and compliance with SEQRA. Oversaw the preparation of support studies and plans including visual analysis, engineering, landscaping, and lighting.

Municipal Storm Sewer Improvement. City of Rye, Westchester County, NY - Managed a Joint Application for Permit submitted to the USACE, NYSDEC and the NYSDOS for the Milton Road Drainage Improvement project, which includes a new outflow into Milton Harbor. Coordinated with regulatory agencies and the City of Rye. Prepared applications and attended City of Rye Planning Board meetings for local Site Plan Review, Wetland Permit and LWRP Consistency Determination.



EDUCATION

Paul Smith's College, NY/A.A.S. Survey Technology/1997

PROFESSIONAL REGISTRATION

Licensed Land Surveyor: New York, License # 050966

PROFESSIONAL AFFILIATIONS

NYSAPLS

OSHA 40 HAZWOPER

N.Y.S.A.P.L.S. 2015 / Genesee Valley Land Surveyors

OSHA 8 Hour Hazardous Waste Operations

Initial- 1997 / Refresher - 2018

OSHA Confined Space Training - 2003

OSHA Fall Protection Training - 2003

CSX Contractor Safety Training - 2018

PROFESSIONAL EXPERIENCE

David J. Honnick has over 26 years of experience in all facets of Land Surveying and is a licensed Professional Land Surveyor in New York. He has spent most of his career working with State, Federal and Municipal Agencies in the Central and Western New York Area. He has been responsible for preparation of topographic mapping and boundary determination projects, instrument surveys, road surveys, preliminary and construction, as well as staking of lots in subdivisions, and house stake outs. He has experience in supervision and training office and field staff and is proficient in the AUTOCAD/AUTODESK® and Civil 3d Mapping Software Program and integration with civil design software as well as Microstation V8i.

PROJECTS

Seneca Park Zoo, Phase 2, Monroe County, NY - RE&LS provided a Topographic Survey for Phase 2 of the Seneca Park Zoo project. The field survey included the collection of planimetric and topographic features for the development of the 3D mapping using Autodesk Civil 3D. Critical terrain features were surveyed for the development of a surface model. Buildings and other structures within the survey area were located. Digital files were supplied in an AutoCAD/Civil 3D file format and existing shot information was provided in ACSII format.

MCDOT East River Road Improvements, Monroe County, NY - This project involved pavement milling/recycling/resurfacing, portions of pavement reconstruction, drainage, edge treatments and paved shoulders on East River Road: I-90 to Ward Lane in the Town of Henrietta. RE&LS provided survey services, which included a Right-Of-Way Survey, ROW easement acquisition mapping and a Highway boundary survey.

MCDOT English Road Culverts over Round Pond Creek Tributary and Kirk Creek Project (SIN 05-109-197) over Round Pond Creek Tributary, Monroe County, NY - RE&LS provided the survey and environmental portion of this culvert reconstruction project. Survey control for this project was established using a combination of GPS and conventional survey methods. A full topographic survey was performed, and utilities were plotted on the mapping. Hydraulic cross sections were surveyed and wetlands flags were located during the topographic survey. The Right of Way of English Road from the intersection of Long Pond Road to I390 was analyzed and computed. A Highway Boundary Plan was created and eight (8) property acquisition maps were prepared.

MCDOT East Ave-Bennett Rd Parma, NY - RE&LS provided survey services, which included a Design survey and the basemapping was prepared according to the Monroe County Survey Office. Underground utilities were shown on the mapping using a combination of surface features. Invert measurements for storm and sanitary sewers were collected and Project benchmarks were set along each street corridor and Control ties and a benchmark table were provided.

MCDOT Aldrich Road Culvert, Perinton, NY - RE&LS conducted a topographic, utility, and boundary survey and prepared mapping for the replacement of a culvert on Aldrich Road in Perinton, NY. Field data was collected for topographic features, utility structures, and extensive boundary determination was performed. A Highway Boundary Plan was prepared and the project base mapping was provided in both Autocad Civil3d and MicroStation.

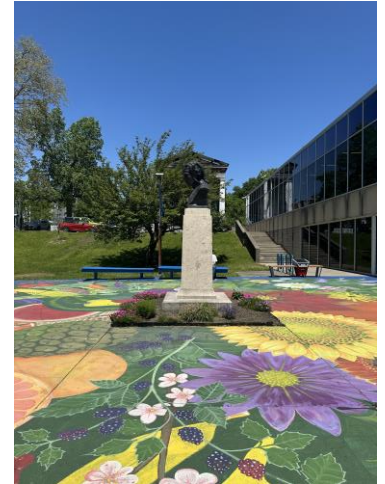
Greater Rochester International Airport, North Ramp, Rochester, NY - Project Surveyor for topographic survey for design at the North Ramp of the Greater Rochester International Airport. The survey was tied to existing PACS/SACS located at the airport. New control points and benchmarks were tied off for future recovery and use by contractors and shown on the final mapping. Structures, pavements and/or hard surfaces were located and elevated to a horizontal and vertical accuracy of ± 0.02 feet. Each concrete pavement joint was also located and elevated. The topographic survey included surface indications of underground utilities, pavement markings/stripping, lighting, etc. Mapping was provided in AutoCad format with planimetric features, survey points and TIN surface.

SUNY Brockport North Campus Infrastructure Improvements - Phase II, Brockport, NY - The project included the replacement of water, sewer, storm-water, electric and data utilities, and provided an extensive reconfiguration of the landscaping and pedestrian access ways, throughout the main quad and spine of the North Campus. Phase II replaced the underground utilities in the West Residential Spine, the Residence Drive and A-Lot, the Residential Quad, the Holley Street sector, and the Canal Side parking lots. Services included a full topographic survey; Utility mapping was prepared to Utility Quality (QL) Level B. Underground utilities were mapped in 3D utilizing pipe invert measurements for pipe elevations and via elevation data. A boundary survey was conducted to determine the railroad right of way and easements.

SECTION 2: DESCRIPTION OF PROPOSED AVAILABILITY FOR WORK ON THIS PROJECT

Our team includes landscape architects, urban designers, public engagement specialists, permit specialists, grant writers, and civil engineers. We have combined staff resources within the regional project area that exceeds 200. We state that we have a clear understanding of the project scope and the skill sets needed to address the relocation of the Dante Statue within the stated project time schedule and within budget.

EDR will initiate work on the scope of services described herein following the execution of a mutually agreeable services agreement.



SECTION 3: DESCRIPTION OF FIRM'S EXPERIENCE WITH PREVIOUS PROJECTS

Our team has a lengthy design and engineering portfolio of memorial spaces, parks, trails, urban plazas, streetscape improvements, and more. Services range from obtaining grant money to undertake a project that is used to prepare conceptual designs, design development documents, construction documents, bidding, and construction oversight services.

Project examples of similar and relevant scope (with references and contact information) are provided as Appendix A at the end of this proposal.

SECTION 4: FIRM'S UNDERSTANDING OF THE SCOPE OF SERVICES

Task 1: Kick-Off Meeting and Site Visit

An initial meeting will be held with City Staff to review the project scope, project requirements, roles and responsibilities of project partners, schedule, public outreach process, and any other information that would assist in project completion. If desired, EDR can help identify a small project advisory committee to oversee all aspects of the project.

Deliverable: The outcome of this meeting will be a 'road map' that will be used by all parties to complete the project on time and within budget.



Task 2: Develop two (2) Schematic Design Plans

Working with City staff and using available digital data for Downing Park, EDR will develop two (2) schematic design plans for the statue relocation in the park that will be used for stakeholder input and the public meeting. After stakeholder and public input, a design development package will be prepared to advance to final design and construction documents. Visual simulations will be prepared showing both locations to assist in making a determination of the preferred location.

An initial cost assessment will be prepared for the preferred location to ensure that the project is within the budgeted amount.

Deliverable: Two schematic design plans for obtaining additional input.

Task 3: Stakeholder meetings and one (1) public meeting

Using the two schematic design plans developed in Task 2, EDR will set aside 4 hours to interview key stakeholders that may be involved with, or have an interest in, the relocation of the statue. After the stakeholder interviews, a virtual public information meeting can be conducted to solicit public input. A written summary of public input obtained from this meeting will be prepared and provided to city staff for review and comment.



Deliverable: Stakeholder meetings and virtual public information meetings held.

Task 4: SEQRA Determination and Construction Requirement Analysis

EDR will make an initial determination of significance regarding State Environmental Quality Review Act (SEQRA). This proposal assumes that a Negative Declaration will be made. If a positive declaration is made, and a Draft Environmental Impact Statement is necessary, additional scope and fee will be required and negotiated.

In addition to SEQR, a construction requirement analysis will be prepared that will include an analysis of all federal, state and local requirements for the selected schematic plan, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. Pre-permitting meetings with the identified federal, state and local entities will be completed to discuss any revisions needed to satisfy regulatory requirements. This task includes consultation with the NYS Preservation Office (SHPO). This proposal does not include any subsequent surveys that may result from the SHPO consultation.

Deliverables: SEQRA determination, and a listing of additional permits and approvals that will be required.

Task 5: Survey

Once the selected site is identified, a topographic survey will be completed.

Deliverables: Topographic survey of the selected area.

Task 6: Geotech and Design Development

Once the selected site is identified, a geotechnical investigation will be completed to determine the type of construction required for the statue base.

Based on the preferred schematic design plan, EDR will prepare the design development package including material selection, refined design details, and other information from previous tasks. The designs shall be provided to city staff for review and comment. A cost assessment will also be prepared at this stage.

Deliverables: Geotech analysis, design development package, and cost assessment.



Task 7: Permits and Approvals

Documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance will be prepared. This includes either the short or long Environmental Assessment

Form and resolutions for the City to act upon. If a positive declaration is made, and a Draft Environmental Impact Statement is necessary, additional scope and fee will be required and negotiated.

EDR will prepare the necessary permits or other approval applications and obtain the required permits or approvals from regulatory agencies that may include local and state agencies such as DEC, OPRHP, etc. A total of 20 hours has been set aside to obtain permits/approvals. Should additional permits be required or identified permits demand more time than identified, EDR will identify additional scope and fee for the city to review and approve.

Deliverables: SEQRA documents and, if necessary, a Draft Environmental Impact Statement at an additional negotiated cost and 20 hours allocated to additional permits and approvals as may be required.

Task 8: Construction Documents

EDR will prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents will be provided to City staff for review and comment. Final construction documents will be certified by an EDR licensed professional, and the appropriate seal will be affixed to these documents. It is assumed that the City of Newburgh will provide generic front-end bid documents that EDR will modify as necessary.

Deliverables: Construction documents and final cost estimate.

Task 9: Bidding Assistance

After the final design and construction documents have been approved by City staff, EDR will prepare and distribute bid invitations for construction contractors. EDR will review the submitted bids and assist in the selection of the contractor.

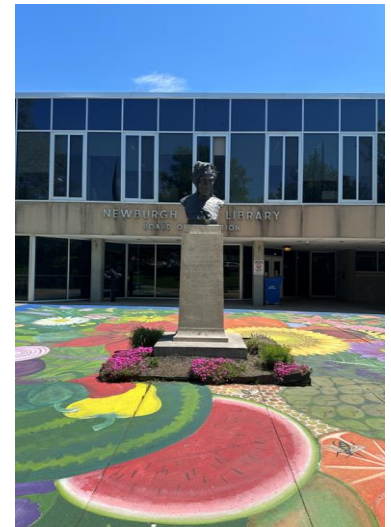
Deliverables: Bid invitation and contractor selection.

Task 10: Construction Inspection Services

EDR will hold a pre-construction meeting with the selected contractor and City staff. EDR will review contractor shop drawing submittals. Periodic site inspections will be conducted to verify progress and completion of the work. After each visit a written summary of progress including photo documentation and identification of problems to be addressed will be submitted to the city. Upon receipt of contractors notice of substantial completion EDR will provide a punch list of any incomplete items and an estimated schedule for project completion.

If contaminated soil is discovered during the construction process, work will halt and a remediation plan can be prepared. This is an extra cost; scope and fee will be negotiated with the city prior to commencing work.

Deliverables: Summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.



SECTION 5: DETAILED SCHEDULE OF PROJECT SERVICES

EDR anticipates the following schedule upon receiving the Notice to Proceed and an executed contract.

TASKS:

TIMELINE OF COMPLETION:

Task 1: Kick-Off Meeting and Site Visit	October 2023
Task 2: Develop two (2) Schematic Design Plans	October 2023
Task 3: Stakeholder meetings and one (1) public meeting	November 2023
Task 4: SEQRA Determination and Construction Requirement Analysis	November 2023
Task 5: Survey	November 2023
Task 6: Geotech and Design Development	November - December 2023
Task 7: Permits and Approvals	December 2023 - January 2024
Task 8: Construction Documents	January – February 2024
Task 9: Bidding Assistance	March 2024
Task 10: Provide construction inspection services	April – May 2024

SECTION 6: SERVICES TO BE PROVIDED “IN-HOUSE” BY THE FIRM AS WELL AS SUBCONTRACTED

All work will be done in-house with the exception of a survey which will be conducted by Ravi Engineering & Land Surveying, P.C., (RE&LS), a MBE consulting firm with a staff of 104 located in Rochester, Buffalo, Binghamton and Albany, New York, and Allentown, Pennsylvania, that specializes in providing state-of-the-art structural, environmental, and geotechnical engineering, in addition to construction inspection and land surveying services.



SECTION 7: PROPOSED FEE AND PAYMENT SCHEDULE

Task	Description	Principal (Gagliano)	Practice Leader & Technical Advisor (Nagle)	Project Manager (Lourenco)	Cultural Resources (Pippin)	Senior Landscape Architect (Tatich)	Landscape Designer (Blaise)	SEQRA (Mavian)	Ravi (Survey)	Total Hours	Total Cost	Reimburs.	Total Cost Per Task
1	KICK-OFF MEETING AND SITE VISIT												
	Project Kick-off meeting & site tour	1	0	2	0	6	6	0	0	15	\$2,265	\$150	\$2,415
	City Staff/Steering Committee Meetings (4 @ 2hr)	0	2	8	2	8	8	0	0	28	\$4,080	\$500	\$4,580
	Bi-Weekly telephone conferences [8 @ .5 hour]	0	2	4	2	4	4	2	0	18	\$2,600	\$0	\$2,600
	Subtotal	1	4	14	4	18	18	2	0	61	\$8,945	\$650	\$9,595
2	DEVELOP TWO (2) SCHEMATIC DESIGN												
	Draft Schematic Designs/Cost Analysis	0	1	0	0	4	20	0	0	25	\$3,300	\$0	\$3,300
	Visual Simulations (2)	0	0	0	1	1	10	0	0	12	\$1,560	\$0	\$1,560
	Subtotal	0	1	0	1	5	30	0	0	37	\$4,860	\$0	\$4,860
3	STAKEHOLDER MEETINGS AND ONE (1) PUBLIC MEETING												
	Targeted Stakeholder Meetings (4 @ 1 hr. each)	0	0	2	0	4	4	0	0	10	\$1,440	\$0	\$1,440
	One Virtual Public Meeting	0	0	4	0	0	2	0	0	6	\$720	\$0	\$720
	Subtotal	0	0	6	0	4	6	0	0	16	\$2,160	\$0	\$2,160
4	SEQRA DETERMINATION AND PERMIT REVIEW												
	SEQRA Determination	0	0	0	0	0	0	2	0	2	\$200	\$0	\$200
	Permit and Approval Determination + SHPO Consultation	0	0	0	12	0	0	2	0	14	\$2,360	\$0	\$2,360
	Subtotal	0	0	0	12	0	0	4	0	16	\$2,560	\$0	\$2,560
5	SURVEY												
	Survey	0	0	2	0	0	2	0	20	24	\$3,480	\$0	\$3,480
	Subtotal	0	0	2	0	0	2	0	20	24	\$3,480	\$0	\$3,480
6	GEOTECH AND DESIGN DEVELOPMENT												
	Geotechnical Analysis	0	0	2	0	2	0	16	0	20	\$2,200	\$0	\$2,200
	Design Development/Cost Analysis	1	2	0	0	4	24	0	0	31	\$4,185	\$0	\$4,185
	Subtotal	1	2	2	0	6	24	16	0	51	\$6,385	\$0	\$6,385
7	PERMITS AND APPROVALS												
	SEQRA	0	0	4	0	0	0	8	0	12	\$1,280	\$0	\$1,280
	Permits and Approvals	0	0	0	0	0	2	20	0	22	\$2,240	\$0	\$2,240
	Subtotal	0	0	4	0	0	2	28	0	34	\$3,520	\$0	\$3,520
8	CONSTRUCTION DOCUMENTS												
	Construction Documents	2	0	4	0	4	40	0	0	50	\$6,450	\$0	\$6,450
	Final Cost Estimate	0	0	0	0	2	4	0	0	6	\$840	\$0	\$840
	Subtotal	2	0	4	0	6	44	0	0	56	\$7,290	\$0	\$7,290
9	BIDDING ASSISTANCE												
	Bidding	0	0	2	0	2	8	0	0	12	\$1,560	\$0	\$1,560
	Selection of Subcontractor	0	0	0	0	2	0	0	0	2	\$360	\$0	\$360
	Subtotal	0	0	2	0	2	8	0	0	12	\$1,560	\$0	\$1,560
10	PROVIDE CONSTRUCTION INSPECTION SERVICES												
	Construction Inspection, Shop Drawings, and Punch List	0	0	0	0	4	60	0	0	64	\$7,920	\$450	\$8,370
	Subtotal	0	0	0	0	4	60	0	0	64	\$7,920	\$450	\$8,370
Total Hours		4	7	34	17	45	194	50	20	371	\$48,680	\$1,100	\$49,780
HOURLY BILLING RATE		225.00	180.00	120.00	180.00	180.00	120.00	100.00	150.00	Labor	Labor	Expenses	Total Fee

SECTION 8: APPENDIX A – PROJECT EXAMPLES OF RELEVANT WORK



Spirit of Life & Spencer Trask Memorial Congress Park Saratoga Springs, New York

Elan (prior to merging with EDR) worked with the City of Saratoga Springs, NY, in partnership with the Saratoga Springs Preservation Foundation, and undertook the restoration and conservation of the Spirit of Life & Spencer Trask Memorial. Original memorial construction was completed in 1915 and was in need of restoration and conservation. The Memorial is located in the City's Congress Park, a National Historic Landmark. The Memorial was a collaboration of sculptor Daniel Chester French and architect Henry Bacon, whose other work includes the Lincoln Memorial in Washington D.C.

Elan provided consulting services to the development of this restoration conservation project.

The Spencer Trask Memorial work included the masonry walls, pool, outfall, the Spirit of Life sculpture, and the landscape setting. The project included all elements within the area bounded by the Congress Park fence to the west, the Saratoga Arts Council building to the north, the rambling outfall brook to the point where it connects to the pond to the east (pond is not included), and to the Civil War monument to the south. Project elements comprising the restoration and conservation project include, but are not limited to; masonry work, pool and outfall, walkways and paths, utilities (water & electrical), landscape plantings, the Spirit of Life sculpture conservation, and area lighting.

Services Provided

In-depth Site Analysis and Evaluation
Concept Development
Site Design

Project Completion

2014

Client Contact

Saratoga Springs Preservation Foundation
112 Spring Street
Saratoga Springs, NY 12866
p: 518.587.5030



Munsee Delaware Indian Tribe Contemplative Space State University of New Paltz

City of New Paltz, NY

The SUNY New Paltz campus lies within the historically rich Hudson River Valley. The New Paltz cultural past was significant in the early years of country and continues to be today respective of human rights. The struggles of the community' civil rights events had a role in shaping this important SUNY institution. The contemplative space acknowledges the impacts of three culturally diverse groups of people who were intrinsic members of the New Paltz community history; the Munsee Native Americans, the Huguenots, and African Americans.

This socially important campus project is purposely sited to overlook the schools central water feature to incorporate its calming and quieting strengths a one partakes in the contemplative space setting.

Elan, prior to merging with EDR, provided a conceptual design for the contemplative space

Services Provided

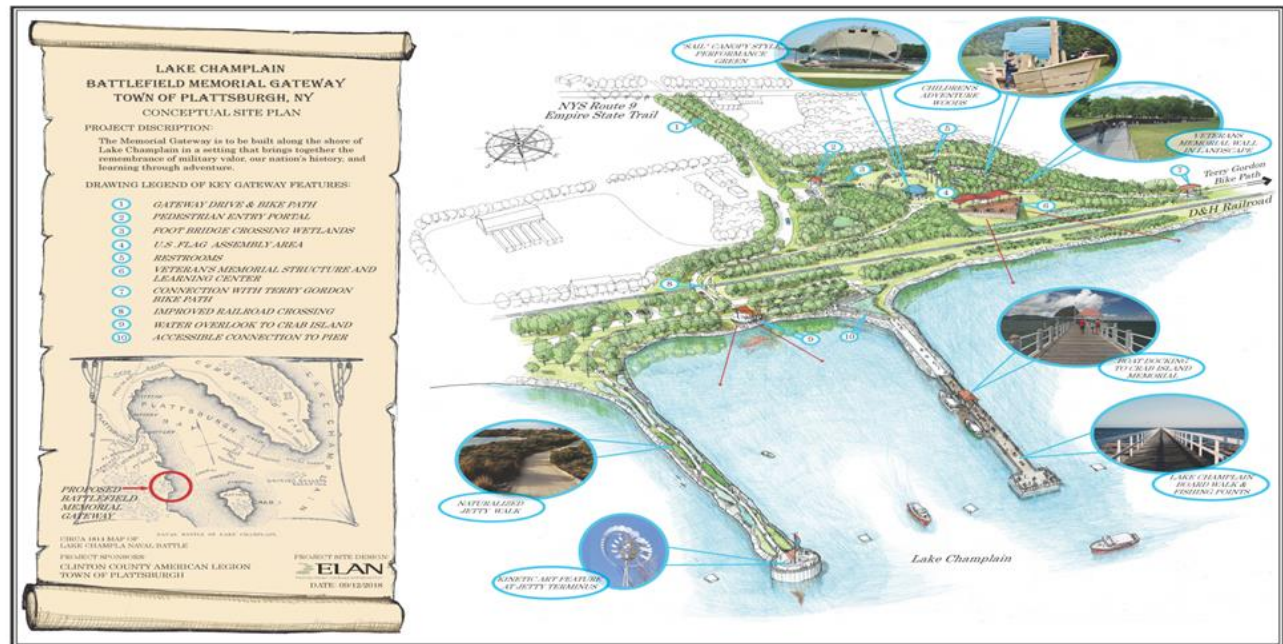
Site Design
Construction Documents
Construction Administration
Cost Budgeting

Project Completion

2020

Client Contact

Mr. William Pennock, AIA, LEED AP
BD+C
CSArch
40 Beaver Street
Albany, NY 12207
P: 518.463.8068
E: wpennock@csarchpc.com



Gateway Battlefield Memorial Park

Town of Plattsburgh, New York

Elan, prior to merging with EDR, assisted the Town of Plattsburgh in the development of the gateway battlefield park. This proposed regional recreational venue provides waterfront access to Lake Champlain continuation of the Terry Gordon Bike Path and historical remembrance for our Veterans.

The park has an outdoor performance pavilion with picnic grounds throughout. The parks site was selected for reasons of its historical location context near to Crab Island and the naval battle sites that occurred at Lake Champlain's Cumberland Bay, Plattsburgh during the War of 1812.

Services Provided

Public Participation
Physical Enhancement Plan
Site Plan Design
Environmental Interpretation
Construction Documents
Construction Phase Services

Project Completion

2018

Client Contact

Trevor Cole, Sr. Planner
151 Banker Road
Plattsburgh, NY 12901
Town of Plattsburgh, Owner
p: 315.792.0181
e: tcollection@cityofutica.com



James Fenimore Cooper Museum

Village of Cooperstown, New York

Elan (prior to merging with EDR) assisted the museum with locating a walkway from the remote parking and to downtown that crossed in front of the museum. The new walkway was positioned within the rolling grade of the front lawn that provided ease of use and minimized visual impact.

The Village of Cooperstown is a beehive of summer activity in a compact setting. As a result, a strategy was developed to relocate parking areas on the fringe of downtown to minimize vehicular impact on the Village. Visitors could opt to take either trolleys or walkways to the downtown from the popular museum.

Services Provided

In-depth Site Analysis and Evaluation
Concept Development
Site Design

Project Completion

2005

Client Contact

James Fenimore Cooper Museum
5798 NY-80
Cooperstown, NY 13326
p: 607.547-1400



- 1 Parking Lot (18 Spaces)
- 2 Crosswalk
- 3 Existing Steps and HVAC with Proposed Vegetative Screen
- 4 Paver Replacement at Carriage House Plaza (129 SF)
- 5 Property Line, TYP
- 6 Parking Lot (18 Spaces @9'x18' & 3 Accessible Spaces)
- 7 Reconstructed Steps
- 8 Existing Ginkgo biloba
- 9 Terraced Seat Walls
- 10 Plaza with Arbor and Plantings (3920 SF)
- 11 Stage Area/Accessible Parking
- 12 Seating Area (Potential HVAC Units)
- 13 Retaining Wall (Potential Signage)
- 14 Plaza (1280 SF)
- 15 ADA Accessible Connection
- 16 Existing Flush Curb to Remain



West End Arts Campus

Auburn, NY

The Schweinfurth Art Center and Cayuga Museum of History and Art proposed site and architectural improvements to their respective, adjacent properties to improve accessibility and enhance opportunities for collaboration and community engagement through creative placemaking. The project is an opportunity to create a cohesive campus that blends the historic background of the Cayuga Museum with the contemporary arts theme and mission of the Schweinfurth. In addition to several public amenities the two museums already offer (e.g., art galleries, history exhibits, classes, performing arts events, and space for community events), this project provides an attractive cultural destination of local, regional, and national significance, improves access for all, and builds community through expanded programming and access to open space in an area that currently underserved.

EDR is responsible for the following site improvements:

- Improve accessibility to all amenities and buildings on the site including walkways between the building, parking areas, and streetscapes.
- Upgrade parking lot and driveway including full-depth reconstruction and provision for handicap accessible parking spaces.
- Redesign of landscape and plantings.
- Design new site amenities (e.g., lighting, wayfinding signage, ADA signage, interpretive panels, bike racks, and benches).
- Relocate existing front entry into Schweinfurth; and creating a new plaza space across the front of Schweinfurth tying into the side of Cayuga Museum to provide space for community gatherings and neighborhood events on both properties.
- Design an indoor/outdoor classroom for the Schweinfurth.

Services Provided

Landscape Architecture
Engineering
Cultural Resources

Project Completion

2024

Client Contact

Bero Architecture PLLC
32 Winthrop Street
Rochester, NY 14607
Richard Osgood, Jr., AIA
p: 585.262.2035
e: rosgood@beroarchitecture.com

Image Credit

EDR Schematic Design



Heritage Park Landscape Master Plan Syracuse, NY

This project includes the reimagination of Columbus Circle and the area across Onondaga Street (to the south) known as the “Powelson Site”. This proposed heritage and education site is intended to celebrate the resilience to oppression and the contributions of our richly diverse communities. The total project area is approximately 0.8-acres.

The initial phase of work will serve as a visioning phase to gather ideas, assemble a conceptual design, and create a unifying idea for the park that will foster future development. EDR will coordinate with the Client, the Heritage Park Commission, the City of Syracuse, and other interested parties as directed by the Client.

Services Provided

Landscape Architecture
Visualization

Project Completion

Ongoing

Client Contact

Eric Ennis, Deputy Commissioner
of Business Development
City of Syracuse
Industrial Development Agency
City Hall Commons, 6th fl.
233 E. Washington Street
Syracuse, NY 13202
p: 315.448.8471
e: eennis@syr.gov

Ravi Engineering & Land Surveying, P.C., (RE&LS) is a consulting firm with a staff of 104 located in Rochester, Buffalo, Binghamton and Albany, New York, and Allentown, Pennsylvania, that specializes in providing state-of-the-art structural, environmental, and geotechnical engineering, in addition to construction inspection and land surveying services. Established in 1995 by President & Owner, Nagappa Ravindra, P.E., the firm is committed to providing technically sound solutions to our clients that include state, municipal and private organizations. At RE&LS, we strive to exceed our clients' expectations for responsiveness, efficiency and timeliness in delivery of services. We are a certified **MBE** firm.

Federal ID# 16-1482116. / Principal Contact: Nagappa Ravindra, PE, President nravindra@ravieng.com (585) 223-3660

BUILDINGS, BRIDGES, AND SPECIAL STRUCTURES

- Structural Analysis, Design of Buildings & Bridges
- Structural Value Analysis
- Preparation of Structural Contract Drawings
- Specifications & Estimating
- 3D Modeling, Analysis and Optimization
- CADD - Computer Aided Design and Drafting
- Phased or Fast Track Designs
- Design of Foundations and Sub-Structures
- Structural Investigations
- Forensic Engineering
- Feasibility Studies
- Structural Renovations, Alterations and Restorations

- Environmental Assessments / Impact Statements
- Phase I & II Environmental Site Assessments
- Permit Applications
- Public Participation Program Coordination
- SEQRA / NEPA Process Coordination
- Hazardous Material Survey
- Asbestos and Lead Survey, Design, & Project Monitoring/Air Sampling
- SWPPP Services
- Tank Compliance
- Wetland Delineation and Mitigation Planning

SURVEY

- ALTA Surveys
- Topographic and Boundary Surveys
- Right-of-Way and Easement Mapping
- Hydrographic Surveys
- Residential and Commercial Property Surveys
- Utility Surveys
- Construction Stakeouts
- As-Built Surveys
- Machine Control Model Building
- Subsurface Utility Engineering
- Concrete Scanning
- Drone Surveys

TRANSPORTATION ENGINEERING

- Roadway Engineering
- Bridge Sub-Structure & Super-Structure Design
- Culvert Design
- Accident Analysis
- Transportation Planning
- Pavement Evaluations
- Utility Coordination
- Stormwater Pollution Prevention Plans
- Pedestrian Trails and Facilities

CONSTRUCTION INSPECTION

- Construction Administration and Inspection
- Vertical Inspection
- CPM Review Scheduling

BRIDGE & OVERHEAD SIGN INSPECTION

- Routine Forensic Investigations
- Roadway and Bridge Deck Inspections
- Load Rating Evaluations
- Routine Overhead Sign and Underwater Inspections

GEOTECHNICAL ENGINEERING

- Subsurface Investigations
- Geotechnical Evaluation and Reports

ENVIRONMENTAL ENGINEERING





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Promark Partners Insurance Services 7 Limestone Dr. Williamsville NY 14221		CONTACT NAME: Jennifer Dissette PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com	
INSURED Environmental Design & Research, Landscape Architecture. Engineering & Environmental Services, D.P.C. 217 Montgomery Street Suite 1000 Syracuse NY 13202		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company - A&E INSURER B: Great American Insurance Company INSURER C: Shelterpoint Life Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC #	
		13056	
		16691	
		81434	

COVERAGES

CERTIFICATE NUMBER: CL2341017190

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl within 50ft Railroad <input checked="" type="checkbox"/> Incl Contract. Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PSB0005983	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSA0002154	1/24/2023	1/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PSE0002638	1/24/2023	1/24/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0003427	1/24/2023	1/24/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			DPPE439330	4/15/2023	4/15/2024	Per Claim/Aggregate 5m/5m
C	Disability			D432438	1/1/2023	1/1/2024	NYS DBL Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For proposal only.

CERTIFICATE HOLDER

mvanelli@edrdpc.com

Environmental Design &
 Research, Landscape Architecture,
 Engineering and Environmental Services DP
 217 Montgomery St Ste 1000
 Syracuse, NY 13202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Alderson/JDISSE

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APPENDIX C

IRANIAN ENERGY SECTOR DIVESTMENT

Certification Pursuant to Section 103-g of the New York State General Municipal Law

- 1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: Jo Anne C. Gagliano

Title: President

Signature: 

Environmental Design & Research, Landscape Architecture.

Date: 9/5/2023

Company Name: Engineering & Environmental Services, D.P.C.

President

Subscribed and sworn to Jo Anne C. Gagliano

President

Name of Affiant

Title of Affiant


Signature of Affiant (in blue ink)

before me this 5th day of September, 2023

Notary Public of New York

My commission expires: January 21, 2027

Affix Notary Seal or Stamp below

REBECCA B. PRZYBYSZ
Notary Public State of New York
County of Essex

APPENDIX D

NON-COLLUSION BIDDING AFFIDAVIT

Professional Services related to the Dante Statue Relocation

RFP No. 7.23

City of Newburgh, New York

STATE OF: New York)

) SS:

County of: Onondaga)

I, Jo Anne C. Gagliano of the Town, Village, City of Syracuse
in the County of Onondaga and the State of New York

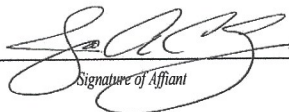
of full age, being duly sworn according to law on my oath depose and say that: Environmental Design & Research, Landscape

I am President, an officer of the firm of _____
the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that
said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection
with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made
with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or
understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established
commercial or selling agencies maintained by Environmental Design & Research, Landscape
Architecture, Engineering & Environmental Services, D.P.C.

Contractor Name

Subscribed and sworn to Jo Anne C. Gagliano President
Name of Affiant *Title of Affiant*


Signature of Affiant

before me this 5th day of September, 20 23

Affix Notary Seal or Stamp below

NOTICE
REQUEST FOR PROPOSALS
for
Professional Services
related to the
Dante Statue Relocation
RFP No. 7.23

City of Newburgh, Orange County, New York

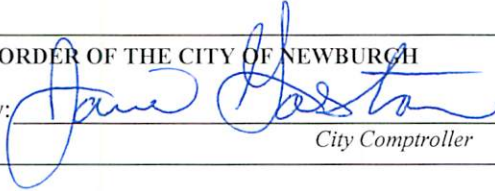
Sealed Proposals will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until **12:00 p.m., (local time), Friday, July 14, 2023** for professional services related to the relocation of the Dante statue.

This Request for Proposal (RFP) and consultant selection process is being conducted to engage a professional design firm/team that will coordinate, perform and/or subcontract an array of professional services to undertake and complete all approved activities necessary for the purpose of performing environmental and engineering investigations, preparing final design, construction documents, bid specifications, and permitting documents related to the proposed relocation of the "Dante" statue. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a Proposal that best meets the City's needs.

This Request for Proposal, becoming available to the public on Thursday, June 15, 2023, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. *Vendors are responsible for timely delivery of their Proposals.* There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City.

BY ORDER OF THE CITY OF NEWBURGH	
By:  _____ City Comptroller	Dated: _____ June 14, 2023

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

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

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH BUTLER CONSTRUCTION GROUP, INC. FOR
THE CONSTRUCTION OF THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT
IN A TOTAL AMOUNT NOT TO EXCEED \$10,024,210.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, bids have been duly received and opened and Butler Construction Group, Inc. is the low bidder with a lump sum base bid amount of \$9,994,210.00 and alternate no. 1 in the amount of \$30,000.00 for a total bid amount of \$10,024,210.00; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act and bond funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project be and it hereby is awarded to Butler Construction Group, Inc. for the base bid amount of \$9,994,210.00 and alternate no. 1 in the amount of \$30,000.00 for a total amount not to exceed \$10,024,210.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

Sealed Bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until **11:00 a.m. (local time), Thursday, November 9, 2023**, at which time they will be publicly opened and read aloud.

The City of Newburgh plans for the construction of a new pool, pool house, splash pad, and parking lot at the Delano-Hitch Recreation Park Aquatic Center located at 375 Washington Street, Newburgh, New York. This project is subject to New York State Department of Labor Prevailing Wage rates and requires submission of original certified payrolls as a condition for payment. A Pre-Bid Site Visit Meeting is scheduled for Friday, October 13, 2023 at 9:00 a.m. at the project site. Contractor attendance is strongly encouraged.

The Work will be substantially complete by Tuesday April 1, 2025; completed and ready for final payment within ninety (90) days. The Scope of Work includes providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Work shown on the plans and described in the specifications including, but not necessarily limited to the construction of a new pool, pool house, splash pad, and parking lot.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on Thursday, October 5, 2023 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

Any questions and/or inquiries regarding the contract plans and/or specifications must be directed, in writing, to the City's Consultant Project Manager Jonathan DiRocco, AIA at JDiRocco@CPLteam.com on or before 5:00 p.m., EST, Tuesday, October 24, 2023. Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

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

- Bidder name and address
- BID ENCLOSED: #12.23 for Delano-Hitch Recreation Park Aquatic Center Improvements
- Bid for: GC, PC, MC or EC (Write only one, provide separate packages if bidding multiple contracts)
- Date and time of Bid Deadline

This is a lump sum price bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders. Successful Bidders will be required to provide performance and payment bonds in the full amount of the contract price, proof of appropriate insurance, and execute contracts prior to commencement of work and shall also be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

The City of Newburgh reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or Conditional Bids.

OWNER:

City of Newburgh
83 Broadway
Newburgh, NY 12550

Contact:

Jason Morris
Commissioner of Public
Works/City Engineer

CONSULTANT:

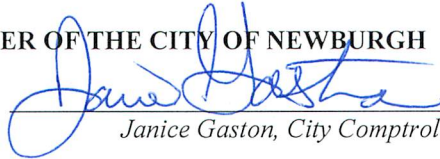
CPL Architects, Engineers, Landscape
Architect and Surveyor, D.P.C.
26 IBM Road
Poughkeepsie, NY 12601

Contact:

Jonathan DiRocco, AIA
Project Manager

BY ORDER OF THE CITY OF NEWBURGH

By:



Janice Gaston, City Comptroller

Dated: Wednesday, October 4, 2023**City of Newburgh - An Equal Opportunity Employer**

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

Unofficial Bid Tabulation

City of Newburgh, NY

Project: 12.23 - Delano-Hitch Recreation Park Aquatic Center Improvements

Bid Opening: Thursday, November 9, 2023 at 11:00 a.m., (local time)

GENERAL CONTRACT	Lump Sum Bid Price <i>(including allowance)</i>	Alternate No. #1	Combined Total	
* Empire Core Group, LLC	\$6,400,000.00	\$40,000.00	\$6,440,000.00	* Withdrew Bid on 11/13/23
Butler Construction Group, Inc.	\$9,994,210.00	\$30,000.00	\$10,024,210.00	
UniMak, LLC	\$9,857,000.00	\$357,000.00	\$10,214,000.00	
Pierotti Corp.	\$10,237,900.00	\$60,000.00	\$10,297,900.00	
Coppola Services, Inc.	\$13,389,890.00	\$469,666.00	\$13,859,556.00	

MECHANICAL CONTRACT	Lump Sum Bid Price
DJ Heating & Air Conditioning, Inc.	\$320,000.00

PLUMBING CONTRACT	Lump Sum Bid Price
TWP Plumbing & Heating, Inc.	\$846,000.00

ELECTRICAL CONTRACT	Lump Sum Bid Price
No Bids	To Bid Rebid December 2023



November 27, 2023

Jason C. Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Delano- Hitch Recreation Aquatic Center Improvements – Recommendation For Bid Award For General Trades (GC) Contract

Dear Mr. Morris:

We have reviewed all the General Trades (GC) bids and had communication with the three (3) lowest bidders. The lowest bidder, Empire Core Group LLC, has since asked to retract their bid. The next two lowest bidders are close in cost and with the add alternate #1 being weighed in, Butler Construction Group would be considered the apparent lowest bidder. We have contacted Butler Construction Group and have confirmed that they are confident they can complete the work for the lump sum price \$9,994,210.00 they provided with additional alternate No. 1 price \$30,000.00, equaling a **total construction cost of \$10,024,210.00**. We do want to point out that they did provide a filled-out Bid Form, but it was not signed. They did complete all other required documents (signed and notarized where required), and this does not affect their submitted project cost. It is our recommendation that you award the General Trades (GC) contract to Butler Construction Inc.

Very truly yours,

Jonathan DiRocco, AIA
Senior Architectural Project Manager



Butler Construction Group, Inc.
275 Union Street,
Montgomery, NY 12549

RUV
11/9/2023

10:54
A.M.

Sealed Bid For: Delano-hitch Recreation Park
Aquatic Center Improvements
Bid Enclosed #12.23 - General Construction

Orange County, New York

Bid Drop-Off: Newburgh City Hall – 4th Floor
83 Broadway,
Newburgh, New York 12550

Bid Due: Thursday, November 9th 2023 11:00am

SECTION 00 41 13

BID FORM

Project Identification: Delano-Hitch Recreation Park Aquatic Center Improvements

Contract Identification And Number: Bid No. 12.23

Submitted To: City of Newburgh
83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller

Bid For: Delano-Hitch Recreation Park Aquatic Center Improvements (check one below)

☒] General Trades (GC)

☐] Plumbing Work (PC)

☐] Mechanical (HVAC) Work (MC)

☐] Electrical Work (EC)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Invitation for Bids, Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

Addendum #1 - 10/19/2023

Addendum #2 - 11/02/2023

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER acknowledges that all allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed, or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

General Trades (GC)	Allowance Amount: 5% of base bid.
Plumbing Work (PC)	Allowance Amount: 5% of base bid.
Mechanical (HVAC) Work (MC)	Allowance Amount: 5% of base bid.
Electrical Work (EC)	Allowance Amount: 5% of base bid.

- g. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - h. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - j. Any other representation required by Laws and Regulations.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE (INCLUDING ALLOWANCE):

<u>Nine Million Nine Hundred Ninety Four Thousand Two</u>	<u>\$ 9,999,210.00</u>
<i>Written or Typed in Text</i>	<i>Numerical</i>
<u>Hundred and Ten Dollars.</u>	

ALTERNATE #1:

<u>Thirty Thousand Dollars</u>	<u>\$ 30,000.00</u>
<i>Written or Typed in Text</i>	<i>Numerical</i>

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required BIDDER's Qualification Statement with supporting data
- d. Affidavit of Workers' Compensation
- e. Iranian Energy Sector Divestment

7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Butler Construction Group, Inc.

275 Union St, Montgomery NY, 12549

estimating@butlerconstructiongroup.com

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: November 9th 2023
Month Day Year

State Contractor License No.: N/A

If BIDDER is:

An Individual

By: N/A

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: N/A

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: Butler Construction Group, Inc.

Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: Eric Butler Title: President

Attestation: _____

Secretary

Seal

Business Address: 275 Union St, Montgomery NY, 12549

Phone Number: 845-769-7413

Date qualified to do business: 03/12/2012

A Joint Venture

By: N/A

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

SECTION 00 43 13.13
BID BOND
Delano-Hitch Recreation Park Aquatic Center Improvements
Bid No. 12.23

City of Newburgh, New York

BIDDER, Name and Address:

Butler Construction Group, Inc.

275 Union St

Montgomery, NY 12549

SURETY, Name and Address of Principal Place of Business:

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

OWNER, Name and Address:

City of Newburgh

375 Washington Street

Newburgh, New York 12550

BID:

Due Date: Thursday, November 9,
2023

Project, brief description and location:

Delano-Hitch Recreation Park Aquatic Center Improvements

located at 375 Washington Street

BOND:

Bond Number: Bid Bond

Date, no later than Bid Due Date: November 7, 2023

Penal Sum: Five Percent of the Principals Bid Amount (5% of the Principals Bid Amount)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

Butler Construction Group, Inc.

Bidder's Name and Corporate Seal

By:

Signature and Title - Eric Butler, President

Attest:

Signature and Title

SURETY, attached power of attorney:

Hudson Insurance Company

Surety's Name and Corporate Seal

By:

Signature and Title - Jeffrey W. Price, Attorney-In-Fact

Attest:

Signature and Title - Jarret Packer - Bond Underwriter

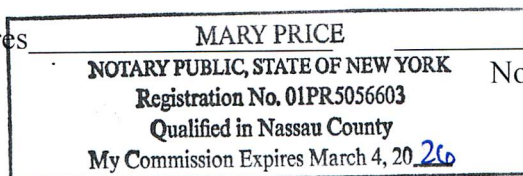
-
- 4.1 Above addresses are to be used for giving required notice.
- 4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
- 4.3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 4.4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
- 4.5 This obligation shall be null and void if:
- 5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 5.2 All Bids are rejected by OWNER, or
 - 5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4.6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 4.7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
- 4.8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.
- 4.9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 4.10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 4.11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 4.12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

Surety Acknowledgment

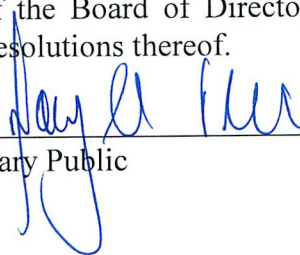
State of New York }
 } ss:
County of Nassau }

On this 7th day of November, 2023, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires



Notary Public



HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2022

ASSETS

Bonds	\$	485,914,449
Real estate		0
Mortgage Loans on Real Estate		73,581,960
Cash on hand and on deposit		44,223,336
Reinsurance Receivable		629,031,777
FIT recoverable (including net deferred tax asset)		25,025,629
Aggregate write-ins for other than invested assets		492,356,287
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		126,326,463
Stocks		415,394,105
Other Assets		62,859,618
Total Assets	\$	<u>2,354,713,624</u>

LIABILITIES & SURPLUS

Losses	\$	337,517,938
Loss adjustment expense		36,920,563
Other expenses		29,857,382
Unearned Premiums		160,331,236
Ceded reinsurance premiums payable		988,181,837
Payable to parent, subsidiaries and affiliates		6,337,448
Commissions payable, contingent commissions and other similar charges		42,920,776
Other Liabilities		147,279,591
Total Liabilities	\$	<u>1,749,346,771</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		304,386,518
Surplus as regards policyholders	\$	<u>605,366,853</u>
Total Liabilities and Surplus	\$	<u>2,354,713,624</u>

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

I, Rory Rose, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2022.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 6th day of March, 2023.

Rory A. Rose
Rory Rose
Chief Financial Officer

Subscribed and sworn to before me this 6th day of March, 2023.

Ann M. Murphy
Ann M. Murphy
Notary Public



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jeffrey W. Price, Rachel L. Price
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 19th day of August, 2014 at New York, New York.



Dina Daskalakis, Corporate Secretary

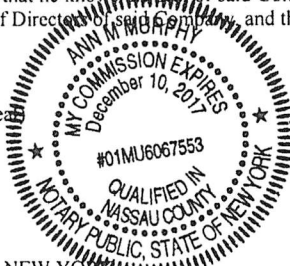
HUDSON INSURANCE COMPANY

By Christopher T. Suarez
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 19th day of August, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 7th day of November, 2023.

By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

SECTION 00 43 13.135

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, New York

Butler Construction Group, Inc.

Name of Corporation

Resolved that Eric Butler, President

Authorized Signatory

Title

of Butler Construction Group, Inc. Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: Delano-Hitch Recreation Park Aquatic Center Improvements

and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

Butler Construction Group, Inc.

Name of Corporation

At a meeting of its Board of Directors held on the 9th day of November 20 23

By:

Title: Secretary

Seal

This form must be completed if the Bidder is a Corporation

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

in years: 11

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

Valley Central School 2021 Capital Project - Complete 9/1/2023 - Bid - \$6,439,610.00 Complete Project - \$6,779,254.84

Pine Bush CSD 2019 Capital Improvement Project Phase 2 & 3 - Complete 9/1/2023 - Bid \$9,586,310 Completed - \$9,677,637.73

Rockland MRF Transfer Station - Complete - Bid - \$7,044,291.00 Complete - \$8,252,085.3

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

Orange County Medical Examiners Office - 20% Complete - \$15,010,810.00

Newburgh CSD Phase 4 - 2% Complete - \$13,242,500.00

General Contract - D012562 - Mongaup Pond Campground – Shower Buildings - 60% Complete - \$2,944,210.00

NYS DOT HQ - 75% Complete - \$9,711,561.00

4. Work awarded to you; if so, state where and why.

Lowest RESPONSIBLE Bidder.

5. What equipment do you own that is available for this work?

20 Excavators, 3 Backhoes, 8 Bulldozers, 8 Rollers, 7 Wheel Loaders, 2 skid steers, 6 Triaxle Dumps,

5 Articulated end dumps, 6 Trench Rollers, 8 Jumping Jack Compactors, 4 Hammers, 4 Quad Axle Dump Trailers

6 Trimble GPS Units and a fleet of work trucks.

6. What equipment do you plan to rent or purchase for this work?

None needed.

-
-
-
7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

Clark Patterson Lee - Lauren Tarsio - 518-915-7456

CSARCH - Judy Hill - Valley Central CSD - 518-898-9838

NYS Parks - Dan Seymour -845-889-3849

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Gina Stellato - OC Trust - 845-341-5008

Jeffrey Price - Price & Price Enterprises, Inc. - 516-295-6081

A & R Concrete Products - Jay Nannini - 845-562-0640

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

See attached.

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a General Business S Corp.

Type of Legal Entity

The address of principal place of business is:

275 Union St, Montgomery NY, 12549

The names of the corporate officers, or partners, or individual doing business under a trade:

Eric Butler - President

John McGowan - Vice President

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: New York)

) SS:

County of: Ulster)

I, Eric Butler of the Town Village, City of Montgomery
in the County of Orange and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am Eric Butler, an officer of the firm of Butler Construction Group, Inc.

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

Butler Construction Group, Inc.

Contractor Name

Subscribed and sworn to Eric Butler President
Name of Affiant *Title of Affiant*


Signature of Affiant (in blue ink)

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: 1/17/26

Notary Signature: 

EDNA TORRES ORTIZ
Notary Public, State of New York
Qualified in Ulster County
Registration No. 01TO6140078
Commission Expires January 17, 20 26

This Affidavit must be completed by all Bidders

NON-COLLUSION BIDDING AFFIDAVIT**Delano-Hitch Recreation Park Aquatic Center Improvements****Bid No. 12.23**

City of Newburgh, Orange County, New York

STATE OF: New York)
) SS:County of: Ulster)I, Eric Butler of the Town Village, City of Montgomery
in the County of Orange and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am Eric Butler, an officer of the firm of Butler Construction Group, Inc.

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by Butler Construction Group, Inc.

*Contractor Name*Subscribed and sworn to Eric Butler President*Name of Affiant**Title of Affiant**Signature of Affiant (in blue ink)*before me this 9th day of November, 20 23*Affix Notary Seal or Stamp below*Notary Public of New YorkMy commission expires: 11/17/26Notary Signature: Edna Torres-Oster

EDNA TORRES-OSTER
Notary Public, State of New York
Qualified in Ulster County
Registration No. 01TO6140078
Commission Expires January 17, 2026

This Affidavit must be completed by all Bidders

SECTION 00 43 20

**Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT**

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
- i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

3 Name: Eric Butler Title: President

Signature:



Date: 11/09/2023 Company Name: Butler Construction Group, Inc.

STATE OF: New York)

County of: Ulster) SS:

Subscribed and sworn to [Signature])

Name of Affiant



Title of Affiant

before me this 9th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York

My commission expires: 11/17/26

Notary Signature: [Signature]

EDNA TORRES ORTIZ
Notary Public, State of New York
Qualified in Ulster County
Registration No. 01TO6140078
Commission Expires January 17, 20 26

This Affidavit must be completed by all Bidders

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH DJ HEATING & AIR CONDITIONING, INC. FOR
THE MECHANICAL CONSTRUCTION OF THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$320,000.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the mechanical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, bids have been duly received and opened and DJ Heating & Air Conditioning, Inc. is the low bidder with a bid amount of \$320,000.00; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act and bond funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for mechanical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project be and it hereby is awarded to DJ Heating & Air Conditioning, Inc. in an amount not to exceed \$320,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

Sealed Bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until **11:00 a.m. (local time), Thursday, November 9, 2023**, at which time they will be publicly opened and read aloud.

The City of Newburgh plans for the construction of a new pool, pool house, splash pad, and parking lot at the Delano-Hitch Recreation Park Aquatic Center located at 375 Washington Street, Newburgh, New York. This project is subject to New York State Department of Labor Prevailing Wage rates and requires submission of original certified payrolls as a condition for payment. A Pre-Bid Site Visit Meeting is scheduled for Friday, October 13, 2023 at 9:00 a.m. at the project site. Contractor attendance is strongly encouraged.

The Work will be substantially complete by Tuesday April 1, 2025; completed and ready for final payment within ninety (90) days. The Scope of Work includes providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Work shown on the plans and described in the specifications including, but not necessarily limited to the construction of a new pool, pool house, splash pad, and parking lot.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on Thursday, October 5, 2023 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

Any questions and/or inquiries regarding the contract plans and/or specifications must be directed, in writing, to the City's Consultant Project Manager Jonathan DiRocco, AIA at JDiRocco@CPLteam.com on or before 5:00 p.m., EST, Tuesday, October 24, 2023. Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

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

- Bidder name and address
- BID ENCLOSED: #12.23 for Delano-Hitch Recreation Park Aquatic Center Improvements
- Bid for: GC, PC, MC or EC (Write only one, provide separate packages if bidding multiple contracts)
- Date and time of Bid Deadline

This is a lump sum price bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders. Successful Bidders will be required to provide performance and payment bonds in the full amount of the contract price, proof of appropriate insurance, and execute contracts prior to commencement of work and shall also be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

The City of Newburgh reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or Conditional Bids.

OWNER:

City of Newburgh
83 Broadway
Newburgh, NY 12550

Contact:

Jason Morris
Commissioner of Public
Works/City Engineer

CONSULTANT:

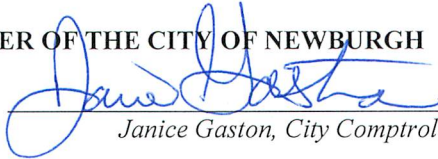
CPL Architects, Engineers, Landscape
Architect and Surveyor, D.P.C.
26 IBM Road
Poughkeepsie, NY 12601

Contact:

Jonathan DiRocco, AIA
Project Manager

BY ORDER OF THE CITY OF NEWBURGH

By:



Janice Gaston, City Comptroller

Dated: Wednesday, October 4, 2023**City of Newburgh - An Equal Opportunity Employer**

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

Unofficial Bid Tabulation

City of Newburgh, NY

Project: 12.23 - Delano-Hitch Recreation Park Aquatic Center Improvements

Bid Opening: Thursday, November 9, 2023 at 11:00 a.m., (local time)

GENERAL CONTRACT	Lump Sum Bid Price <i>(including allowance)</i>	Alternate No. #1	Combined Total	
* Empire Core Group, LLC	\$6,400,000.00	\$40,000.00	\$6,440,000.00	* Withdrew Bid on 11/13/23
Butler Construction Group, Inc.	\$9,994,210.00	\$30,000.00	\$10,024,210.00	
UniMak, LLC	\$9,857,000.00	\$357,000.00	\$10,214,000.00	
Pierotti Corp.	\$10,237,900.00	\$60,000.00	\$10,297,900.00	
Coppola Services, Inc.	\$13,389,890.00	\$469,666.00	\$13,859,556.00	

MECHANICAL CONTRACT	Lump Sum Bid Price
DJ Heating & Air Conditioning, Inc.	\$320,000.00

PLUMBING CONTRACT	Lump Sum Bid Price
TWP Plumbing & Heating, Inc.	\$846,000.00

ELECTRICAL CONTRACT	Lump Sum Bid Price
No Bids	To Bid Rebid December 2023



November 27, 2023

Jason C. Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

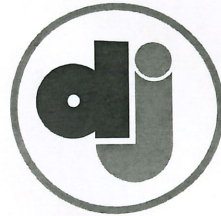
Re: Delano- Hitch Recreation Aquatic Center Improvements – Recommendation For Bid Award For Mechanical (MC) Contract

Dear Mr. Morris:

We have reviewed the apparent lowest bidder DJ Heating and Air Conditioning Inc.'s bid package and confirmed that they are confident they can complete the work for the lump sum price of \$320,000.00 they provided. We do want to point out that they provided a filled-out Resolution of Board of Directors form, but it was not signed. They did complete all other required documents (signed and notarized where required), and this should not affect their price. It is our recommendation that you award the Mechanical (MC) contract to DJ Heating and Air Conditioning Inc.

Very truly yours,

Jonathan DiRocco, AIA
Senior Architectural Project Manager



DJ Heating & Air Conditioning Inc.

1409 Route 9W
Marlboro, New York 12542

845-236-4436
FAX 845-236-3638

TO: City Comptroller Janice Gaston
83 Broadway 4th Floor
Newburgh, NY 12550

RVV
11/9/2023
10:40 A.M.

FOR: #12.23 Delano-Hitch Recreation Park Aquatic Center Improvements
MC Contract
Thursday, November 9, 2023 at 11:00 AM

FROM: DJ Heating & Air Conditioning, Inc.
1409 Route 9W
Marlboro, NY 12542

SEALED BID ENCLOSED

SECTION 00 41 13

BID FORM

Project Identification: Delano-Hitch Recreation Park Aquatic Center Improvements

Contract Identification And Number: Bid No. 12.23

Submitted To: City of Newburgh
83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller

Bid For: Delano-Hitch Recreation Park Aquatic Center Improvements (check one below)

- ☐ General Trades (GC)
☐ Plumbing Work (PC)
☒ Mechanical (HVAC) Work (MC)
☐ Electrical Work (EC)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Invitation for Bids, Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

Addendum No. 1 - October 19, 2023

Addendum No. 2 - November 2, 2023

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER acknowledges that all allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed, or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

General Trades (GC)	Allowance Amount: 5% of base bid.
Plumbing Work (PC)	Allowance Amount: 5% of base bid.
Mechanical (HVAC) Work (MC)	Allowance Amount: 5% of base bid.
Electrical Work (EC)	Allowance Amount: 5% of base bid.

- g. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- h. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- j. Any other representation required by Laws and Regulations.

- 4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE (INCLUDING ALLOWANCE):

Three Hundred Twenty Thousand Dollars

\$320,000

Written or Typed in Text

Numerical

ALTERNATE #1:

N/A

\$ N/A

Written or Typed in Text

Numerical

- 5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required BIDDER's Qualification Statement with supporting data
- d. Affidavit of Workers' Compensation
- e. Iranian Energy Sector Divestment

7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Vinny Pomarico - Chief Estimator

cad@djhvac.com

(845) 236 4436 x 114

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: November 9th 2023
Month Day Year

State Contractor License No.: N/A

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: **DJ Heating & Air Conditioning, Inc.** _____

Corporation Name

Seal

State of Incorporation: **New York** _____

Authorized Signatory: **John Nolterieke** _____ Title: **President** _____

Attestation:  _____

David Corts *Secretary*

Seal

Business Address: **1409 Route 9W Marlboro, NY 12542** _____

Phone Number: **(845)236-4436** _____

Date qualified to do business: **1972** _____

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

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SECTION 00 43 13.13
BID BOND
Delano-Hitch Recreation Park Aquatic Center Improvements
Bid No. 12.23

City of Newburgh, New York

BIDDER, Name and Address:

DJ Heating & Air Conditioning, Inc.

1409 Route 9W

Marlboro, NY 12542

SURETY, Name and Address of Principal Place of Business:

Swiss Re Corporation Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

OWNER, Name and Address:

City of Newburgh

83 Broadway

Newburgh, NY 12550

BID:

Due Date: Thursday, November 9,
2023

Project, *brief description and location:*

Delano-Hitch Recreation Park Aquatic Center Improvements

located at 375 Washington Street

Project # 12.23 - Mechanical [HVAC] Work [MC]

BOND:

Bond Number: N/A-Bid Bond

Date, *no later than Bid Due Date:* 11/9/2023

Penal Sum: *** Five Percent [5%] of Amount Bid ***

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

DJ Heating & Air Conditioning, Inc.

Bidder's Name and Corporate Seal

By: 

John Nolterleke *Signature and Title* **President**

Attest: 

David Corts *Signature and Title* **Vice President**

SURETY, attached power of attorney:

Swiss Re Corporation Solutions America Insurance Corporation

Surety's Name and Corporate Seal

By: 

Signature and Title **Diana Toledo, Attorney-in-Fact**

Attest: 

Signature and Title **Witness**

-
- 4.1 Above addresses are to be used for giving required notice.
 - 4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
 - 4.3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
 - 4.4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
 - 4.5 This obligation shall be null and void if:
 - 5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 5.2 All Bids are rejected by OWNER, or
 - 5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
 - 4.6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
 - 4.7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
 - 4.8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.
 - 4.9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 - 4.10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 - 4.11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
 - 4.12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 - 4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOINTLY or SEVERALLY

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

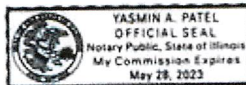
this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9 day of November, 2023.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Swiss Re
Corporate Solutions

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1450 American Lane, Suite 1100, SCHAUMBURG, ILLINOIS 60173
800/338-0753

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2022
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

Cash	424,718,741
Bonds	797,801,222
Common Stock	315,720,039
Other Invested Assets	34,744
Other Admitted Assets	385,652,521

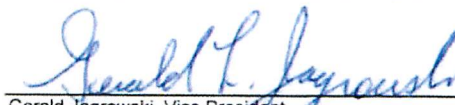
TOTAL ADMITTED ASSETS	1,923,927,267
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LIABILITIES

Reserve for Unearned Premiums	149,350,540
Reserve for Losses and Loss Adjustment Expenses	235,835,273
Funds Withheld	92,137,049
Taxes and Other Liabilities	429,886,411
Surplus	1,016,717,994

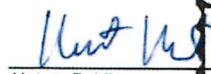
TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	1,923,927,267
---	----------------------

The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved, July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2022.



Gerald Jagrowski, Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 18th day of April, 2023



Notary Public
Official Seal
Kenneth Michael Mastny
Notary Public State of Illinois
My Commission Expires 10/19/2026

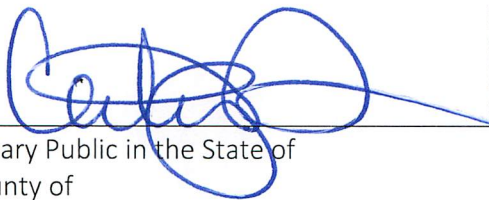

ACKNOWLEDGMENT OF PRINCIPAL:

STATE OF New York

COUNTY OF Ulster

On this 9th day of November, 2023 before me personally appeared John Molterieke, known to, me to be the President of DJ Heating + Air Conditioning, Inc. the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)  
Notary Public in the State of
County of


ACKNOWLEDGMENT OF SURETY:

STATE OF New York

COUNTY OF Putnam

On this 9th day of November, 2023 before me personally appeared Diana Toledo, known to, me to be the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL) 
Raegan A. Guglielmo
Notary Public in the State of New York
County of Putnam
RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires 6/15/ 25

SECTION 00 43 13.135

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, New York

DJ Heating & Air Conditioning, Inc.

Name of Corporation

Resolved that **John Nolterieke** , **President**
Authorized Signatory *Title*

of **DJ Heating & Air Conditioning, Inc.** Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Delano-Hitch Recreation Park Aquatic Center Improvements

and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

DJ Heating & Air Conditioning, Inc.

Name of Corporation

At a meeting of its Board of Directors held on the **9th** day of **November** 20 **23**

By: **David Corts** Title: **Vice President**

Seal

This form must be completed if the Bidder is a Corporation

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SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: **New York**

)

) SS:

County of: **Ulster**

)

I, **John Nolterieke** of the Town, Village, City of **Marlboro**

in the County of **Ulster** and the State of **New York**

of full age, being duly sworn according to law on my oath depose and say that:

I am **John Nolterieke**, an officer of the firm of **DJ Heating & Air Conditioning, Inc.**

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

DJ Heating & Air Conditioning, Inc.

Contractor Name

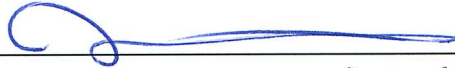
Subscribed and sworn to

John Nolterieke

President

Name of Affiant

Title of Affiant



Signature of Affiant (in blue ink)

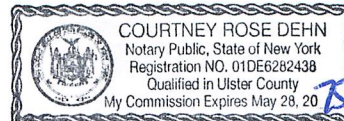
before me this **9th** day of **November**, 20 **23**

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: 



This Affidavit must be completed by all Bidders

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: **New York**

)

) SS:

County of: **Ulster**

)

I, **John Nolterieke** of the Town, Village, City of **Marlboro**
in the County of **Ulster** and the State of **New York**

of full age, being duly sworn according to law on my oath depose and say that:

I am **John Nolterieke**, an officer of the firm of **DJ Heating & Air Conditioning, Inc.**

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by **DJ Heating & Air Conditioning, Inc.**

Contractor Name

Subscribed and sworn to **John Nolterieke** **President**

Name of Affiant

Title of Affiant



Signature of Affiant (in blue ink)

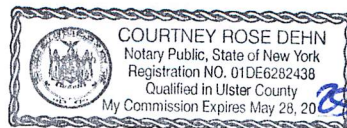
before me this **9th** day of **November**, 20 **23**

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: 



This Affidavit must be completed by all Bidders

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SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
 - i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

3 Name: John Nolterieke Title: President

Signature: _____

Date: November 9, 2023 Company Name: DJ Heating & Air Conditioning, Inc.

STATE OF: New York)

) SS:

County of: Ulster)

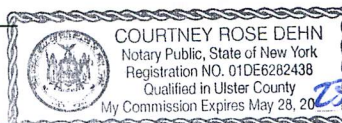
Subscribed and sworn to John Nolterieke President
Name of Affiant Title of Affiant

before me this 9th day of November, 20 23 *Affix Notary Seal or Stamp below*

Notary Public of _____

My commission expires: _____

Notary Signature: _____



This Affidavit must be completed by all Bidders

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SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

in years: 52

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

See Attached

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

See Attached

4. Work awarded to you; if so, state where and why.

See Attached

5. What equipment do you own that is available for this work?

Complete Fabrication Shop

6. What equipment do you plan to rent or purchase for this work?

None expected

-
-
-
7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

See Attached

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

See Attached

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

Will provide upon low bid/award

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a **Corporation**

Type of Legal Entity

The address of principal place of business is:

1409 Route 9W Marlboro, NY 12542

The names of the corporate officers, or partners, or individual doing business under a trade:

John Nolterieke - President

David Corts - Vice President

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D.J. Heating & Air Conditioning, Inc.

Statement of Qualifications

List of major equipment and facilities:

- 6000 SF Fabrication shop
- 6000 SF Warehouse and storage
- Coil Line Machine for straight duct
- Computerized plasma fitting cutter
- Shears, brakes, automated duct lining equipment, etc.

Complete service and maintenance department:

- Fully stocked service vehicles
- 1200 SF state of the art parts and inventory department
- 24-hour emergency service capability
- Radio dispatched trucks
- Computerized service history, scheduling and inventory control
- 1300 SF training facility

Complete in house installation department:

- 1800 SF Office space
- Fully stocked and tooled installation vehicles
- Full in-house shop drawing capability
- Personnel lifts, duct lifts, etc.

Safety program and training:

- Complete hazard communications program in place
- NYS Sharp program certified

Background and Experience of Principal Members

John Nolterieke, President & Treasurer

David Corts, Vice President & Secretary

D. J. Heating & Air Conditioning, Inc.

CLIENT REFERENCES

Rondack Construction, Inc.

5 Bingham Mills Road
Germantown, NY 12526
518-537-9422 Suanne Decker

Billman Ross General Contractors, Inc.

256 Bloomingburg Road
Middletown, New York 10940
845-361-3649 Joe Gingras

Consigli Construction Co., Inc.

50 Main Street, 3rd Floor
White Plains, NY 10606
646-679-3500 Dan Fischer

ARCHITECT REFERENCES

Dutton Architecture, PLLC

33 Canfield Street
Kingston, New York 12401
845-339-2039 Coleen Tayntor

Liscum McCormack VanVoorhis Architects

181 Church Street
Poughkeepsie, NY 12601
845-452-2268 Raymond VanVoorhis

CPL

26 IBM Road
Poughkeepsie, NY 12601
845-686-2301 Jonathan DiRocco

D. J. Heating & Air Conditioning, Inc.

TRADE REFERENCES

R. J. Murray Company, Inc.

7 Northway Lane
Latham, NY 12110
800-377-4822 Bob Briske
518-690-4990 Fax

R.F. Peck Co., Inc.

22 Computer Drive West
Albany, NY 12205
518-869-3541 Kyle Mead
518-869-5718 Fax

All County HVAC/R Supply Inc

182 Old Route 9, Suite 5
Fishkill New York 12524
845-896-4200 Arthur Veach
845-896-4288 Fax

TRANE U.S. Inc.

301 Old Niskayuna Road
Latham, NY 12110
518-724-1442 Noreen Hoose
518-785-4315 Fax

Buckley Associates, Inc.

120 Railroad Avenue
Albany, NY 12205
518-621-3474 Mark Schroeder
518-438-5527 Fax

BANK REFERENCE

Riverside Bank a Division of Salisbury Bank & Trust Company
801 Auto Park Place
Newburgh, NY 12550

Contact: Anthony Casillo @ 845-562-6766
Checking Account #0320004104

BONDING INFO

Bonding Company:

Swiss Re Corporation Solutions America Insurance Corporation

Agent: World Insurance Associates LLC
616 Clock Tower Commons
Brewster, NY 10509

845-279-5151
Diana Toledo

WORK IN PROGRESS - OCTOBER 2023

A JOB #	B JOB NAME	C TOTAL CONTRACT AMOUNT	D AMOUNT BILLED	E BALANCE TO BE BILLED
20-235	Teutul Residence	944,112	944,112	0
21-200	Rondout Valley CSD	3,000,241	3,000,241	0
21-201	Eastern Correctional Facility WWTP	347,000	269,956	77,044
21-203	Highland Residential Center WWTP	43,100	43,100	0
21-207	SUNY Pedestrian Bridge	163,854	163,854	0
21-231	Putnam Valley Fire Station	1,218,400	382,386	836,014
21-240	Cornerstone FHC - Middletown	442,465	291,944	150,521
21-258	Emergency Housing Shelter Bld 51	114,528	104,377	10,151
21-261	Millbrook School Alumni & Pulling House	1,204,274	1,204,274	0
21-262	Town of New Paltz Water Supply	49,400	40,884	8,516
21-263	IFH Pine Street FHC	655,585	655,585	0
21-271	Rondout Valley CSD Phase 3 Middle School	7,131,742	7,033,342	98,400
22-204	Silo Ridge Condos- Amenia	2,357,740	2,170,641	187,099
22-216	Aspect Health West Nyack	1,186,279	1,181,262	5,017
22-218	Town of Northeast New Hwy Garage	367,000	90,400	276,600
22-226	Webutuck Emergency Auditorium	774,000	738,000	36,000
22-229	Onteora CSD MS/HS Classroom Reno	197,700	146,001	51,699
22-232	Town of Wapp. Highway Garage A	206,039	94,521	111,518
22-236	Athen's Yards Warehouse	69,315	0	69,315
22-238	Town of Marlborough Comm. Center PH2	246,030	199,620	46,410
22-241	WPCP Rooftop HVAC Replacement	98,000	88,000	10,000
22-246	Henry Kaufmann Campgrounds PH3	126,550	126,550	0
22-248	Woodland Ponds Duplex Cottage	160,000	139,381	20,619
22-250	Dutchess Amb. Surg. Center @ Eastdale	1,216,780	1,167,009	49,771
22-254	VBMC Neurology New Int. Fit Up	30,000	30,000	0
22-255	Comeau Office Facility Woodstock	428,000	247,345	180,655
22-256	Green Chimneys Various Buildings	510,000	73,482	436,518
22-259	Mongaup Pond Campground Showers	48,000	9,195	38,805
22-262	Kingston HS Main AC	1,286,000	1,162,055	123,945
22-263	35 Academy Street Co-Work Space	143,700	133,238	10,462
23-205	Rombout Fire District	847,000	119,111	727,889
23-209	Middletown CSD DW Roof Replacement	333,000	75,494	257,506
23-210	Holy Cross Monastery	105,712	75,450	30,262
23-213	Middletown Medical - Ferndale	30,860	30,860	0
23-214	Hannaford #8331 - New Windsor	17,913	17,913	0
23-215	Rondout CSD- PH4	670,500	219,654	450,846
23-216	Town of Wawarsing Highway Garages	698,000	50,626	647,374
23-218	Starbucks - Saugerties	68,867	0	68,867
23-220	ELNA Magnetics	582,143	139,689	442,454
23-222	Putnam Hospital Drain Pans	1,470	0	1,470
23-223	Big Bubble RTU - Poughkeepsie	26,324	0	26,324
23-224	Mariapolis Luminosa - Dining Facility	44,989	44,989	0
23-225	Optum Medical Care - Poughkeepsie	151,950	65,260	86,690
23-226	Village of Harriman Municipl Bldg	776,000	0	776,000
23-227	Fallsburg CSD	287,938	47,178	240,760
23-228	CIA Student Rec Ctr Bake Shop #9	539,850	273,629	266,221
23-229	Caremount Medical Oakwood Commons	37,180	37,180	0
23-230	DiMarco Place Senior PH 1 & 2	803,717	0	803,717
23-231	Royal Crepes - Poughkeepsie	20,000	16,350	3,650
23-232	Nuvance Med Practice Primary Care	305,000	172,177	132,823
23-233	Storm King Art Center Welcome & CFM	1,344,800	0	1,344,800
23-234	Lot Doctor - Newburgh	6,444	0	6,444
23-236	Brown Zhou Pool House - New Paltz	75,000	0	75,000
23-237	ABCD Daycare - Middletown	127,600	0	127,600
23-238	Jason Page Residence - Hyde Park	13,000	0	13,000

WORK IN PROGRESS - OCTOBER 2023

23-240	School Roof Work - Warwick/Middletown	23,184	23,184	0
23-242	Onteora CSD Curb Adaptors	1,425	1,425	0
23-243	Albert's National Shrine - Middletown	78,940	0	78,940
23-244	Better Fish Duct Fab - Hopewell Junction	4,450	4,450	0
	TOTALS:	32,789,091	23,345,374	9,443,717

RECENTLY COMPLETED JOBS
MAY 2023

D J Heating & Air Conditioning, Inc. (Recently Completed Jobs)

Updated 10/2023

		<u>Total</u>
Owner:	Andrew Aurebach & Kim Gillman	\$26,805.00
Project:	2 Spellman - Gardiner	
Construction Manager:	Interrante Design-Build LLC	
Contact:	Luke Interrante	
Phone:	845-802-3845	
Completion Date:	8/22/2023	
Owner:	Quest Diagnostics	\$11,700.00
Project:	Quest Diagnostics - Poughkeepsie	
Construction Manager:	Horizon Retail Construction	
Contact:	Mike Deane	
Phone:	262-865-6137	
Completion Date:	5/31/2023	
Owner:	Nuvance Health	\$35,500.00
Project:	VBMC AHU Drain Pans	
Construction Manager:	Nuvance Health	
Contact:	Misty Diaz	
Phone:	misty.diaz@nuvancehealth.org	
Completion Date:	4/21/2023	
Owner:	Page Park Associates	\$15,169.69
Project:	Violet Ave- Page Park - Poughkeepsie	
Construction Manager:	Page Park Associates	
Contact:	Denise McCartney	
Phone:	845-471-0191	
Completion Date:	4/21/2023	
Owner:	Bread Alone Bakery	\$14,592.00
Project:	Bread Alone - Rhinebeck	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tim Leiching	
Phone:	845-457-5552	
Completion Date:	4/20/2023	
Owner:	Rocket Dog LLC	\$65,700.00
Project:	668 Dutchess Tpke - Office & Gym	
Construction Manager:	Page Park Associates	
Contact:	Darin Page	
Phone:	darin@pageparkassociates.com	
Completion Date:	4/20/2023	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Visions Services for the Blind & Visually Impaired	\$35,147.00
Project:	Visions Services - Spring Valley	
Construction Manager:	Visions Services for the Blind & Visually Impaired	
Contact:	Visions Services for the Blind & Visually Impaired	
Phone:	845-354-3003	
Completion Date:	4/14/2023	
Owner:	St. John the Evangelist	\$5,930.69
Project:	St. John's Roman Cath. Church - Pawling	
Construction Manager:	St. John the Evangelist	
Contact:	St. John the Evangelist	
Phone:	845-855-5488	
Completion Date:	3/31/2023	
Owner:	Williams Lumber, Inc	\$11,004.96
Project:	William's Lumber - RTU-6 - Pleasant Val.	
Construction Manager:	Williams Lumber, Inc	
Contact:	Alex Morley	
Phone:	845-876-7011	
Completion Date:	2/27/2023	
Owner:	DIA Art Foundation	\$49,582.00
Project:	DIA Beacon Learning Lab	
Construction Manager:	Storm King Group, Inc.	
Contact:	Bill Goodman	
Phone:	845-457-5552	
Completion Date:	2/28/2023	
Owner:	USAI LLC	\$51,650.00
Project:	USAI Engineering Lab	
Construction Manager:	ISER Consulting, LLC	
Contact:	Kevin Goggin	
Phone:	845-219-5805	
Completion Date:	2/28/2023	
Owner:	LMV Realty LLC	\$12,925.45
Project:	LMV Architects - Church Street	
Construction Manager:	Liscum McCormack VanVoorhis Architects	
Contact:	Raymond VanVoorhis	
Phone:	845-452-2268	
Completion Date:	1/31/2023	

RECENTLY COMPLETED JOBS
MAY 2023

Owner: Lucky Nail Spa II Inc. **\$19,500.00**
Project: Lucky Nails - Poughkeepsie
Construction Manager: Lucky Nail Spa II Inc.
Contact: Minh Huynh
Phone: 845-214-5567
Completion Date: 1/31/2023

Owner: Middletown Medical **\$60,000.00**
Project: Middletown Medical - Circleville
Construction Manager: CCI Construction, Inc.
Contact: David Morse
Phone: 201-391-2202
Completion Date: 1/31/2023

Owner: 11 Garden LLC **\$170,500.00**
Project: 11 Garden Street - Poughkeepsie
Construction Manager: R.L Baxter Building Corp.
Contact: Matt Driscoll
Phone: 845-471-1047
Completion Date: 1/31/2023

Owner: Central Hudson Gas & Electric **\$146,000.00**
Project: CHG&E Catskill Office Reno
Construction Manager: Storm King Group Inc
Contact: Tom Ibarra
Phone: 845-457-5552
Completion Date: 1/5/2023

Owner: the Institute for Family Health **\$69,342.00**
Project: Kingston Family Health Center
Construction Manager: the Institute for Family Health
Contact: Robert Aborlleile
Phone: 212-633-0800
Completion Date: 11/23/2022

Owner: WJFF Radio Catskill **\$102,036.00**
Project: WJFF Radio
Construction Manager: Collier Construction LLC
Contact: Stephen Coon
Phone: 845-346-0010
Completion Date: 8/31/2022

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Opportunity Poughkeepsie I	\$253,988.00
Project:	Academy Street	
Construction Manager:	RL Baxter Building Corp	
Contact:	Brian Veltre	
Phone:	845-471-1047	
Completion Date:	5/31/2022	
Owner:	Joyful Acres LLC	\$119,611.00
Project:	Lasting Joy Brewery	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Sueanne Decker	
Phone:	518-537-9422	
Completion Date:	5/31/2022	
Owner:	Village of Bronxville	\$428,000.00
Project:	DPW Building Bronxville	
Construction Manager:	Folchetti & Associates	
Contact:	Julie Coulter	
Phone:	845-363-1560	
Completion Date:	5/31/2022	
Owner:	the Institute for Family Health	\$125,200.00
Project:	Family Health Center - New Paltz	
Construction Manager:	the Institute for Family Health	
Contact:	Robert Aborlleile	
Phone:	212-633-0800	
Completion Date:	4/21/2022	
Owner:	Chapel of Sacred Mirrors	\$5,300.00
Project:	Church of Sacred Mirrors	
Construction Manager:	Chapel of Sacred Mirrors	
Contact:	Brian James	
Phone:	413-320-9242	
Completion Date:	3/31/2022	
Owner:	Daniel Pierce Library	\$3,250.00
Project:	Daniel Pierce Library	
Construction Manager:	Daniel Pierce Library	
Contact:		
Phone:	845-985-7233	
Completion Date:	3/31/2022	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Archdiocese of New York	\$51,350.00
Project:	Sacred Heart Church Suffern	
Construction Manager:	Sacred Heart Church	
Contact:	Christine Schnabel	
Phone:	845-357-0035	
Completion Date:	2/21/2022	
Owner:	Bard College	\$12,360.00
Project:	Bostein Library Bard College	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tom Ibarra	
Phone:	845-238-0864	
Completion Date:	1/31/2021	
Owner:	Sullivan County Paving & Construction	\$83,870.00
Project:	Sullivan County Paving	
Construction Manager:	Bernas-Bowdren, LLC.	
Contact:	Joseph Boris	
Phone:	845-932-5222	
Completion Date:	9/24/2021	
Owner:	NYS Bridge Authority	\$178,538.00
Project:	NYSBA MHB & KRB IT Rooms	
Construction Manager:	HVB Construction, Inc.	
Contact:		
Phone:	845-837-1449	
Completion Date:	8/23/2021	
Owner:	Nuvance Health	\$164,900.00
Project:	VBMC Linear Accelerator	
Construction Manager:	Rondack Construction	
Contact:	Sueanne Decker	
Phone:	518-537-9422	
Completion Date:	7/30/2021	
Owner:	St. Luke's Cornwall Hospital	\$123,000.00
Project:	US Vascular Cornwall	
Construction Manager:	CCI Construction, Inc.	
Contact:	David Morse	
Phone:	201-391-2202	
Completion Date:	8/31/2021	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Wallkill Public Library	\$31,000.00
Project:	Wallkill Library Reading Room	
Construction Manager:	Barone Construction Group, Inc.	
Contact:	Anthony Barone	
Phone:	845-691-2244	
Completion Date:	11/30/2021	
Owner:		\$97,200.00
Project:	Eastdale Village Bldg B	
Construction Manager:	Hudson Highlands Construction, LLC	
Contact:	Kyle Kirchhoff	
Phone:	845-635-2000	
Completion Date:	10/31/2021	
Owner:	Central Hudson Gas & Electric	\$28,255.00
Project:	CHG&E Elevator Bldg 803	
Construction Manager:	Storm King Group, Inc.	
Contact:	Tom Ibarra	
Phone:	845-457-5552	
Completion Date:	10/31/2021	
Owner:	City of Hudson	\$26,800.00
Project:	City of Hudson Pump Station	
Construction Manager:	Delaware Engineering	
Contact:		
Phone:	518-452-1290	
Completion Date:	8/31/2021	
Owner:	Town of New Windsor	\$43,000.00
Project:	Caesar's Lane WWTP	
Construction Manager:	Town of New Windsor	
Contact:		
Phone:	845-563-4610	
Completion Date:	10/31/2021	
Owner:	Archdiocese of New York	\$69,417.00
Project:	St. Gregory Barbarigo School	
Construction Manager:	Billman Ross & Associates	
Contact:		
Phone:	845-361-3649	
Completion Date:	10/31/2021	

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	Putnam Valley CSD	\$1,223,268.00
Project:	Putnam Valley Middle School	
Construction Manager:	Triton Construction	
Contact:		
Phone:	212-388-5700	
Completion Date:	8/31/2021	
Owner:	Ellenville Regional Hospital	\$10,560.00
Project:	Ellenville Regional DEMO	
Construction Manager:	Marlboro Group International, LLC	
Contact:	Chris Bockus	
Phone:	212-645-2000	
Completion Date:	6/21/2021	
Owner:	All Space Storage	\$37,500.00
Project:	All Space - Kingston	
Construction Manager:	Page Park Associates	
Contact:	Jason Page	
Phone:	845-471-0191	
Completion Date:	7/31/2021	
Owner:	Oakwood Friends School	\$20,442.00
Project:	Oakwood Friends RTU	
Construction Manager:	Rondack Construction, Inc.	
Contact:	Suanne Decker	
Phone:	518-537-9522	
Completion Date:	7/31/2021	
Owner:	Subaru Distributors Corp	\$4,960.00
Project:	SDC Tech Training Facility (Phase 4)	
Construction Manager:	Phelps Construction Group	
Contact:	Jack Carroll	
Phone:	973-402-0004	
Completion Date:	6/14/2021	
Owner:	Wappingers Central School District	\$290,440.00
Project:	Wappingers CSD Bus Garage	
Construction Manager:	Fellenzer Engineerings, LLP	
Contact:	Dan Steinberg	
Phone:	845-343-1481	
Completion Date:	2/28/2021	

RECENTLY COMPLETED JOBS
MAY 2023

Owner: BOM Newburgh, LLC **\$139,034.08**
Project: Spring Factory - Newburgh
Construction Manager: RL Baxter Building Corp
Contact: Katelyn Amaral
Phone: 845-471-1047
Completion Date: 1/20/2021

Owner: Health Quest Systems Inc. **\$335,211.00**
Project: VBMC Pharmacy
Construction Manager: RL Baxter
Contact: Mike Davis
Phone: 845-471-1047
Completion Date: 2/28/2021

Owner: Darren Henault Interiors **\$20,715.00**
Project: Amenia Tent Gallery
Construction Manager: Rondack Construction, Inc.
Contact: Suanne Decker
Phone: 518-537-9422
Completion Date: 11/30/2020

Owner: LaGrange Association Library **\$32,324.00**
Project: LaGrange Library-Phase 1
Construction Manager: Barone Construction Group, LLC
Contact: Joseph Barone
Phone: 914-489-7082
Completion Date: 10/31/2020

Owner: Oakwood Friends School **\$276,000.00**
Project: Oakwood Friends Auditorium
Construction Manager: Rondack Construction, Inc.
Contact: Nick DiGugno
Phone: 518-537-9422
Completion Date: 9/28/2020

Owner: National Park Service WASO-WCP Contracting **\$575,000.00**
Project: Rehabilitation of the Roosevelt Home HVAC
Construction Manager: RAAD Construction Group, LLC
Contact: Zachary Hicks
Phone: 732-268-7744
Completion Date: 12/31/2020

RECENTLY COMPLETED JOBS
MAY 2023

Owner: Valor Healthcare **\$95,050.00**
Project: Kingston Community Based Outpatient Clinic
Construction Manager: SDB Contracting Services
Contact: Austin Schmidt
Phone: 469-619-3753
Completion Date: 8/19/2020

Owner: Wallkill Valley Federal S&L **\$28,000.00**
Project: Wallkill Valley FCU
Construction Manager: PW Campbell
Contact: Adam Wummer
Phone: 412-742-1290
Completion Date: 12/31/2020

Owner: Aden Brook Agricultural, LLC
Project: Aden Brook Montgomery **\$111,000.00**
Construction Manager: Storm King Group, Inc.
Contact: Tom Ibarra
Phone: 845-457-5552
Completion Date: 7/31/2020

Owner: Boston Beer Corporation **\$57,842.00**
Project: Angry Orchard
Construction Manager: Storm King Group Inc.
Contact: Gina VanLeuven
Phone: 845-457-5552
Completion Date: 11/30/2020

Owner: Storm King Art Center **\$15,000.00**
Project: Storm King Art Center Museum
Construction Manager: Storm King Group Inc.
Contact: Gina VanLeuven
Phone: 845-457-5552
Completion Date: 3/20/2020

Owner: Butterfield Realty LLC **\$702,200.00**
Project: Butterfield Bldgs. 4, 5, 6
Construction Manager: Unicorn Contracting
Contact: Michael Guillaro
Phone: 914-419-4019
Completion Date: 11/30/2020

RECENTLY COMPLETED JOBS
MAY 2023

Owner: State University of New York at New Paltz **\$134,096.00**
Project: Exterior Rehab Various Bldgs. SUNY New Paltz
Construction Manager: Bast Hatfield Construction, Inc.
Contact: Michael Tooker
Phone: 518-373-2000
Completion Date: 11/30/2020

Owner: Central Hudson Gas & Electric Corporation **\$1,229,591.98**
Project: CHG&E Building 808
Construction Manager: PC Construction Company
Contact: Michael Snyder
Phone: 845-235-4406
Completion Date: 12/31/2020

Owner: Health Quest Systems, Inc. **\$174,260.00**
Project: HQ Putnam Hospital GME
Construction Manager: RL Baxter Building Corp.
Contact: Michael Davis
Phone: 845-471-1047
Completion Date: 1/16/2020

Owner: Irvington Presbyterian Church **\$192,819.60**
Project: Irvington Presbyterian Church
Construction Manager: Ferguson Malone
Contact: Earl Ferguson
Phone: 914-591-5066
Completion Date: 3/31/2020

Owner: Mirbeau of Rhinebeck, LLC **\$2,037,892.82**
Project: Mirbeau Inn & Spa - Rhinebeck
Construction Manager: PC Construction
Contact: Gabrielle Marcigliano
Phone: 845-765-6152
Completion Date: 5/31/2020

Owner: West Point United States Military Academy **\$1,269,675.17**
Project: West Point Anderson Athletic Center
Construction Manager: Consigli
Contact: Nolan Sherman
Phone: 845-554-1864
Completion Date: 3/31/2020

RECENTLY COMPLETED JOBS
MAY 2023

Owner:	NYS Thruway Authority	\$255,470.00
Project:	Harriman Toll Plaza	
Construction Manager:	Montesano Bros., Inc.	
Contact:	Keith Newkirk	
Phone:	914-235-4800	
Completion Date:	5/31/2019	
Owner:	Health Quest Systems Inc.	\$174,216.00
Project:	HQ Putnam Hospital GME	
Construction Manager:	Baxter Built	
Contact:	Gabe Morales	
Phone:	845-471-1047	
Completion Date:	3/31/2019	
Owner:	New York Presbyterian	\$259,340.00
Project:	NYP - HVH	
Construction Manager:	RL Baxter Building Corp.	
Contact:	Michael Davis	
Phone:	845-471-1047	
Completion Date:	8/31/2018	
Owner:	Millbrook School	\$169,410.00
Project:	Millbrook Schoolhouse Reno	
Construction Manager:	Consigli	
Contact:	Tim Barry	
Phone:	845-635-1800	
Completion Date:	8/31/2018	
Owner:	Page Park Associates	\$158,577.00
Project:	Poughkeepsie Journal County Office	
Construction Manager:	Mid Hudson Construction Management	
Contact:	Martin B. Berenson	
Phone:	845-298-9230	
Completion Date:	12/31/2018	
Owner:	Crystal Run Village, Inc.	\$531,860.00
Project:	Crystal Run Village - Middletown	
Construction Manager:	Storm King Group Inc.	
Contact:	Timothy Leiching	
Phone:	845-457-5552	
Completion Date:	9/30/2019	

RECENTLY COMPLETED JOBS
MAY 2023

Owner: Stanford Free Library **\$225,464.00**
Project: Stanford Library - Stanfordville
Construction Manager: Consigli
Contact: Danielle Millet
Phone: 845-417-7377
Completion Date: 7/31/2019

Owner: Health Quest Systems, Inc. **\$188,490.00**
Project: HQ NDH GME
Construction Manager: Rondack Construction, Inc.
Contact: Sueanne Decker
Phone: 518-537-9422
Completion Date: 5/31/2019

Owner: Health Quest Systems, Inc. **\$332,562.00**
Project: HQ V BMC GME
Construction Manager: RL Baxter Building Corp.
Contact: Michael Davis
Phone: 845-471-1047
Completion Date: 4/30/2019

Owner: Health Quest Systems, Inc. **\$439,608.00**
Project: NDH IR Reno- Rhinebeck
Construction Manager: Rondack Construction, Inc.
Contact: Suanne Decker
Phone: 518-537-9422
Completion Date: 7/31/2018

Owner: Butterfield Realty, LLC. **\$389,363.00**
Project: Butterfield Bldg. 3- Cold Spring
Construction Manager: DJ Heating & Air Conditioning, Inc.
Contact: John Nolterieke
Phone: 845-236-4436
Completion Date: 7/31/2019

Owner: County of Ulster **\$222,549.00**
Project: Truck Maintenance Shop - Kingston
Construction Manager: DJ Heating & Air Conditioning, Inc.
Contact: John Nolterieke
Phone: 845-236-4436
Completion Date: 5/31/2019

RECENTLY COMPLETED JOBS
MAY 2023

Owner: Town of Highland **\$220,875.00**
Project: Town of Highland Sullivan Co. Highway Garage
Construction Manager: Laberge Group
Contact: James C. Clarke
Phone: 315-272-6842
Completion Date: 11/30/2019

Owner: Subaru Distributors Corp. **\$579,550.00**
Project: Subaru Parts Distributors- Goshen
Construction Manager: Phelps Construction Group
Contact: Brendan Trotta
Phone: 973-402-0004
Completion Date: 9/30/2019

Owner: Dunning Hospitality, LLC **\$586,174.00**
Project: Tru by Hilton - Middletown
Construction Manager: BBL Construction Services, LLC
Contact: Mark Gambacorta
Phone: 518-452-8200
Completion Date: 5/31/2019

Owner: Orange County Ironworks **\$870,400.00**
Project: Orange County Ironworks
Construction Manager: Orange County Ironworks
Contact: Dan Teutul
Phone: 845-769-3000
Completion Date: 10/31/2019

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH TWP PLUMBING & HEATING, INC. FOR
THE PLUMBING CONSTRUCTION OF THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$846,000.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, bids have been duly received and opened and TWP Plumbing & Heating, Inc. is the low bidder with a bid amount of \$846,000.00; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act and bond funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project be and it hereby is awarded to TWP Plumbing & Heating, Inc. in an amount not to exceed \$846,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

Sealed Bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until **11:00 a.m. (local time), Thursday, November 9, 2023**, at which time they will be publicly opened and read aloud.

The City of Newburgh plans for the construction of a new pool, pool house, splash pad, and parking lot at the Delano-Hitch Recreation Park Aquatic Center located at 375 Washington Street, Newburgh, New York. This project is subject to New York State Department of Labor Prevailing Wage rates and requires submission of original certified payrolls as a condition for payment. A Pre-Bid Site Visit Meeting is scheduled for Friday, October 13, 2023 at 9:00 a.m. at the project site. Contractor attendance is strongly encouraged.

The Work will be substantially complete by Tuesday April 1, 2025; completed and ready for final payment within ninety (90) days. The Scope of Work includes providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the Work shown on the plans and described in the specifications including, but not necessarily limited to the construction of a new pool, pool house, splash pad, and parking lot.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on Thursday, October 5, 2023 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

Any questions and/or inquiries regarding the contract plans and/or specifications must be directed, in writing, to the City's Consultant Project Manager Jonathan DiRocco, AIA at JDiRocco@CPLteam.com on or before 5:00 p.m., EST, Tuesday, October 24, 2023. Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

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

- Bidder name and address
- BID ENCLOSED: #12.23 for Delano-Hitch Recreation Park Aquatic Center Improvements
- Bid for: GC, PC, MC or EC (Write only one, provide separate packages if bidding multiple contracts)
- Date and time of Bid Deadline

This is a lump sum price bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders. Successful Bidders will be required to provide performance and payment bonds in the full amount of the contract price, proof of appropriate insurance, and execute contracts prior to commencement of work and shall also be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

The City of Newburgh reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or Conditional Bids.

OWNER:

City of Newburgh
83 Broadway
Newburgh, NY 12550

Contact:

Jason Morris
Commissioner of Public
Works/City Engineer

CONSULTANT:

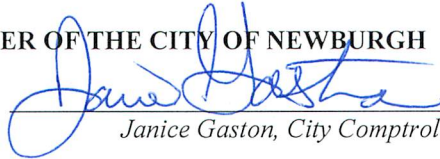
CPL Architects, Engineers, Landscape
Architect and Surveyor, D.P.C.
26 IBM Road
Poughkeepsie, NY 12601

Contact:

Jonathan DiRocco, AIA
Project Manager

BY ORDER OF THE CITY OF NEWBURGH

By:



Janice Gaston, City Comptroller

Dated: Wednesday, October 4, 2023**City of Newburgh - An Equal Opportunity Employer**

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

Unofficial Bid Tabulation

City of Newburgh, NY

Project: 12.23 - Delano-Hitch Recreation Park Aquatic Center Improvements

Bid Opening: Thursday, November 9, 2023 at 11:00 a.m., (local time)

GENERAL CONTRACT	Lump Sum Bid Price <i>(including allowance)</i>	Alternate No. #1	Combined Total	
* Empire Core Group, LLC	\$6,400,000.00	\$40,000.00	\$6,440,000.00	* Withdrew Bid on 11/13/23
Butler Construction Group, Inc.	\$9,994,210.00	\$30,000.00	\$10,024,210.00	
UniMak, LLC	\$9,857,000.00	\$357,000.00	\$10,214,000.00	
Pierotti Corp.	\$10,237,900.00	\$60,000.00	\$10,297,900.00	
Coppola Services, Inc.	\$13,389,890.00	\$469,666.00	\$13,859,556.00	

MECHANICAL CONTRACT	Lump Sum Bid Price
DJ Heating & Air Conditioning, Inc.	\$320,000.00

PLUMBING CONTRACT	Lump Sum Bid Price
TWP Plumbing & Heating, Inc.	\$846,000.00

ELECTRICAL CONTRACT	Lump Sum Bid Price
No Bids	To Bid Rebid December 2023



November 27, 2023

Jason C. Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**Re: Delano- Hitch Recreation Aquatic Center Improvements – Recommendation For Bid
Award For Plumbing (PC) Contract**

Dear Mr. Morris:

We have reviewed the apparent lowest bidder TWP Plumbing and Heating Inc.'s bid package and confirmed that they are confident they can complete the work for the lump sum price \$846,000.00 they provided. We do want to point out that they did provide a Bid Form, but it was not signed in blue ink. They did complete all other required documents (signed and notarized where required), and this should not affect their price. It is our recommendation that you award the Plumbing (PC) contract to TWP Plumbing and Heating Inc.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jonathan DiRocco', is positioned above the printed name.

Jonathan DiRocco, AIA
Senior Architectural Project Manager

TWP Plumbing & Heating, Inc.
57 S. Central Avenue
Elmsford, NY 10523

RVV
11/9/2023
10:40 A.M.

Project: Delano-Hitch Recreation Park

Bid no. 12.23

City of Newburgh
83 Broadway - 4th Floor
Newburgh NY 12550
Attn: City Comptroller

Contract: Plumbing (PC)

TWP Plumbing & Heating, Inc.
57 S. Central Avenue
Elmsford, NY 10523

SECTION 00 41 13

BID FORM

Project Identification: Delano-Hitch Recreation Park Aquatic Center Improvements

Contract Identification And Number: Bid No. 12.23

Submitted To: City of Newburgh
83 Broadway - 4th Floor, Newburgh, NY 12550
Attn: City Comptroller

Bid For: Delano-Hitch Recreation Park Aquatic Center Improvements (check one below)

- ☐ General Trades (GC)
☒ Plumbing Work (PC)
☐ Mechanical (HVAC) Work (MC)
☐ Electrical Work (EC)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Invitation for Bids, Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

#1	10/19/23
#2	11/2/23

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
- c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER acknowledges that all allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed, or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

General Trades (GC)	Allowance Amount: 5% of base bid.
Plumbing Work (PC)	Allowance Amount: 5% of base bid.
Mechanical (HVAC) Work (MC)	Allowance Amount: 5% of base bid.
Electrical Work (EC)	Allowance Amount: 5% of base bid.

- g. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- h. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- j. Any other representation required by Laws and Regulations.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE (INCLUDING ALLOWANCE):

<u>Eight hundred Forty Six thousand</u>	<u>\$ 846,000⁰⁰</u>
<i>Written or Typed in Text</i>	<i>Numerical</i>

ALTERNATE #1:

<u>N/A</u>	<u>\$ _____</u>
<i>Written or Typed in Text</i>	<i>Numerical</i>

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required BIDDER's Qualification Statement with supporting data
- d. Affidavit of Workers' Compensation
- e. Iranian Energy Sector Divestment

7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

57 S. Central Ave
Elmsford NY 10523

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: November 9 2023
Month Day Year

State Contractor License No.: 1444

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

→ **A Corporation**

By: TWP Plumbing & Heating inc

Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: _____ Title: President

Attestation: _____

Secretary

Seal

Business Address: 57 S. Central Ave Elmsford NY 10523

Phone Number: 914-834-6381 or 914-438-0747

Date qualified to do business: March 13 1989

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

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SECTION 00 43 13.13
BID BOND
Delano-Hitch Recreation Park Aquatic Center Improvements
Bid No. 12.23

City of Newburgh, New York

BIDDER, Name and Address:

TWP Plumbing & Heating, Inc.

57 S. Central Avenue

Elmsford, NY 10523

SURETY, Name and Address of Principal Place of Business:

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER, Name and Address:

City of Newburgh

83 Broadway, 4th Floor

Newburgh, NY 12550

BID:

Due Date: Thursday, November 9,
2023

Project, brief description and location:

Delano-Hitch Recreation Park Aquatic Center Improvements

located at 375 Washington Street

BOND:

Bond Number: n/a

Date, no later than Bid Due Date: November 9, 2023

Penal Sum: Five Percent of Amount Bid ----(5%)---


IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

TWP Plumbing & Heating, Inc.

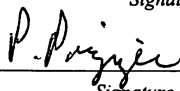
Bidder's Name and Corporate Seal

By:

 President

Signature and Title

Attest:



Signature and Title

SURETY, attached power of attorney:

Travelers Casualty and Surety Company of America

Surety's Name and Corporate Seal

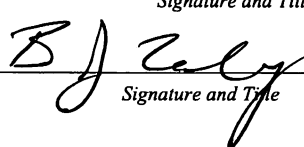
By:



Signature and Title

William D. Haas,
Attorney-in-Fact

Attest:



Signature and Title

Benedict J. Tockarshewsky,
Attorney-in-Fact

-
- 4.1 Above addresses are to be used for giving required notice.
- 4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
- 4.3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 4.4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
- 4.5 This obligation shall be null and void if:
- 5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 5.2 All Bids are rejected by OWNER, or
 - 5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4.6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 4.7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
- 4.8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.
- 4.9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 4.10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 4.11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 4.12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

SECTION 00 43 13.135

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, New York

TWP Plumbing & Heating inc.

Name of Corporation

Resolved that Steve Pirzinger . President
Authorized Signatory *Title*

of TWP Plumbing & Heating inc Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Delano-Hitch Recreation Park Aquatic Center Improvements

and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

TWP Plumbing & Heating inc

Name of Corporation

At a meeting of its Board of Directors held on the 8 day of November 20 23

By: Steve Pirzinger Title: President

Seal

This form must be completed if the Bidder is a Corporation

This page has been intentionally left blank.

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____

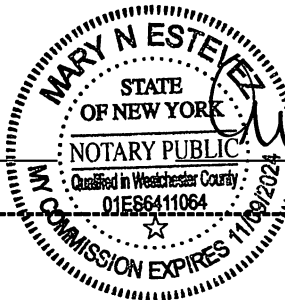
Notary Public

Corporation Acknowledgment

State of New York
County of Westchester

On the 8 day of November, 2023 before me personally came Steve Pirzinger to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in 575 Central Ave Elmsford NY 10523 that he/she/they is (are) the President of the TWP Plumbing / Heating, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

My commission expires 11/09/24



Mary N. Estey
Notary Public

Surety Acknowledgment

State of New York

County of Westchester

On the 9th day of November, 2023 personally came William D. Haas to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Travelers Casualty and Surety Company of America in and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

My commission expires 4-7-2023

Jesse Engel
Notary Public

JESSE ENGEL
Notary Public, State of New York
No. 01EN0005306
Qualified in Westchester County
Commission Expires 4/07/2027



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William D. Haas** of **Rye, NY**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **November**, **2023**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,788,996,790	LOSSES	\$ 1,385,257,132
STOCKS	102,639,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,068	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,661,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	16,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,766	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSES	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,954,515	ADVANCE PREMIUM	3,880,400
NET DEFERRED TAX ASSET	68,131,600	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE AND INTEREST	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,586,276
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,866,600	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,055
OTHER ASSETS	963,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	\$ 3,190,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,809,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

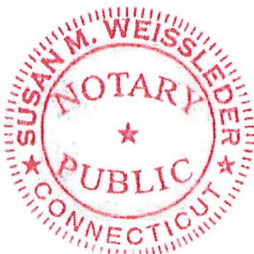
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2023

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

in years: 34

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

See Attached

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

<u>Dutchess Stadium</u>	<u>- \$1,400,000</u>	<u>00</u>	<u>70%</u>
<u>Pelham Municipal Building</u>	<u>\$1,000,000</u>		<u>10%</u>
<u>Briarcliff High School</u>	<u>- \$330,000</u>		<u>75%</u>

4. Work awarded to you; if so, state where and why.

yes, New York State
Relationship with owner
low bid contract

5. What equipment do you own that is available for this work?

all Tools necessary to complete work

6. What equipment do you plan to rent or purchase for this work?

None

7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

yes

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Surety Tina Castiello - Travelers - 914-459-6246
Bank Clarence Williams - Chase - 914-993-7958
Supplier Leslie Vaughan Wilson - Ferguson 718-472-6374

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

Attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a S Corp
Type of Legal Entity

The address of principal place of business is:

57 S. Central ave
Elmsford NY 10523

The names of the corporate officers, or partners, or individual doing business under a trade:

Steve Pirzinger

7

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SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: New York

County of: Westchester

I, Steve Pirzinger of the Town, Village, City of Elmstead
in the County of Westchester and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of TWP Plumbing & Heating Inc.

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

TWP Plumbing & Heating Inc

Contractor Name

Subscribed and sworn to

Steve Pirzinger

Name of Affiant

President

Title of Affiant

[Signature]

Signature of Affiant (in blue ink)

[Signature]

before me this 8 day of November, 2023

Notary Public of Westchester

My commission expires: 11/09/2024

Notary Signature:

Mary N. Estey

Affix Notary Seal or Stamp below



This Affidavit must be completed by all Bidders

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

City of Newburgh, Orange County, New York

STATE OF: new york.)

) SS:

County of: westchester)

I, Steve Pirzinger of the Town, Village, City of Elmsford
in the County of westchester and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of TWP Plumbing & Heating inc.
the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that
said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection
with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made
with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or
understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by TWP Plumbing & Heating inc.
Contractor Name

Subscribed and sworn to Steve Pirzinger President
Name of Affiant Title of Affiant

Signature of Affiant (in blue ink)

before me this 8 day of November 20 23

Notary Public of Westchester

My commission expires: 11/09/2024

Notary Signature: Mary N. Estey

Affix Notary Seal or Stamp below



This Affidavit must be completed by all Bidders

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SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 12.23

- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
- i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

3 Name: Steve Pirzinger Title: President

Signature: _____

Date: 11/8/23

Company
Name: TWP Plumbing & Heating inc.

STATE OF: new york.

)
) SS:

County of: westchester

Subscribed and sworn to

Steve Pirzinger

Name of Affiant

President

Title of Affiant

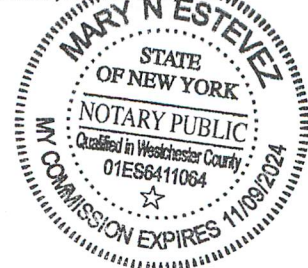
before me this 8 day of November, 2023

Notary Public of Westchester

My commission expires: 11/09/2024

Notary Signature: [Signature]

Affix Notary Seal



This Affidavit must be completed by all Bidders

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TWP PLUMBING & HEATING, INC.

Financial Statements

Year Ended December 31, 2022

TWP PLUMBING & HEATING, INC.

Table of Contents

December 31, 2022

	<u>Page</u>
INDEPENDENT ACCOUNTANT'S REVIEW REPORT	1
FINANCIAL STATEMENTS:	
Balance Sheet as of December 31, 2022	2-3
For the Year Ended December 31, 2022	
Statement of Income	4
Statement of Retained Earnings	5
Statement of Cash Flows	6
Notes to Financial Statements	7-11
<hr/>	
SUPPLEMENTARY INFORMATION AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022	
Independent Accountant's Review Report on Supplementary Information	12
Schedule 1 - Statement of Contracts Receivable	13
Schedule 2 - Statement of Operating Expenses	14
Schedule 3 - Statement of Contracts Status - Surety Format	15



Stephen P. Pryor

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management
TWP Plumbing & Heating, Inc.
Elmsford, New York

We have reviewed the accompanying financial statements of TWP Plumbing & Heating, Inc., (an S corporation) which comprise the balance sheet as of December 31, 2022, and the related statements of income, retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

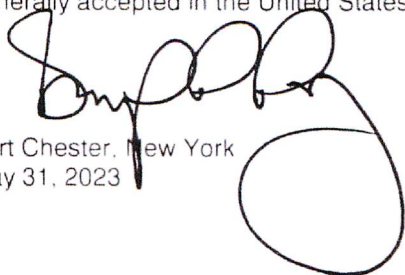
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.


Port Chester, New York
May 31, 2023

TWP PLUMBING & HEATING, INC.
Balance Sheet
As of December 31, 2022
See Independent Accountant's Review Report

A S S E T S

CURRENT ASSETS

Contracts receivable - Note B & Schedule 1	\$ 2,276,879
Prepaid expenses	62,237
Costs and estimated earnings in excess of billings on uncompleted contracts - Note C & Schedule 3	<u>598,975</u>
Total Current Assets	<u>2,938,091</u>

FIXED ASSETS - Note D

Office equipment	14,312
Machinery & equipment	33,391
Trucks & automobiles	<u>147,087</u>
	194,790
Less accumulated depreciation	<u>144,456</u>
Total Fixed Assets	<u>50,334</u>

TOTAL ASSETS	<u><u>2,988,425</u></u>
--------------	-------------------------

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Balance Sheet
As of December 31, 2022
See Independent Accountant's Review Report

LIABILITIES & SHAREHOLDER'S EQUITY

CURRENT LIABILITIES

Cash overdrawn	\$ 1,721
Accounts payable	150,778
Accrued expenses	13,450
Payroll and sales tax payable	1,196
Current portion of long-term debt - Note E	14,143
Billings in excess of costs and estimated earnings on uncompleted contracts - Note C & Schedule 3	<u>12,867</u>
Total Current Liabilities	<u>194,155</u>

LONG-TERM DEBT - less current portion - Note E	<u>7,401</u>
--	--------------

SHAREHOLDER'S EQUITY

Common stock, \$10 par value, 100 shares authorized, issued and outstanding	1,000
Retained earnings	<u>2,785,869</u>
Total Shareholder's Equity	<u>2,786,869</u>

TOTAL LIABILITIES & SHAREHOLDER'S EQUITY	<u>2,988,425</u>
--	------------------

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Statement of Income
For the Year Ended December 31, 2022
See Independent Accountant's Review Report

CONTRACT REVENUES EARNED	\$ 4,184,340
COST OF REVENUES EARNED	<u>2,595,890</u>
GROSS INCOME - Schedule 3	1,588,450
OPERATING EXPENSES - Schedule 2	<u>440,861</u>
INCOME FROM OPERATIONS	1,147,589
OTHER INCOME - Interest	<u>138</u>
INCOME BEFORE INCOME TAXES	1,147,727
INCOME TAXES - Note I	<u>40,785</u>
NET INCOME	<u>1,106,942</u>

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Statement of Retained Earnings
For the Year Ended December 31, 2022
See Independent Accountant's Review Report

ACCUMULATED ADJUSTMENTS ACCOUNT

Balance as of December 31, 2021	\$ 2,268,553
Net income for the year	<u>1,106,942</u>
	3,375,495
Distributions to shareholder's	<u>(589,626)</u>
Balance as of December 31, 2022	<u>2,785,869</u>

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Statement of Cash Flows
For the Year Ended December 31, 2022
See Independent Accountant's Review Report

CASH FLOWS FROM OPERATING ACTIVITIES:

Net Income	\$ 1,106,942
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	16,809
Increase in contracts receivable	(396,874)
Increase in prepaid expenses	(35,033)
Decrease in accounts payable	(15,872)
Increase in accrued expenses	2,700
Increase in payroll & sales tax payable	31,034
Decrease in costs and estimated earnings on uncompleted contracts	<u>(159,615)</u>
Net Cash Provided by Operating Activities	<u>550,091</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Distributions to shareholder	<u>(589,626)</u>
Net Cash Used in Investing Activities	<u>(589,626)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Repayment of notes payable	<u>(23,082)</u>
Net Cash Used in Financing Activities	<u>(23,082)</u>

Net Decrease in Cash	(62,617)
----------------------	----------

CASH, At December 31, 2021	<u>60,896</u>
----------------------------	---------------

CASH, At December 31, 2022	<u><u>(1,721)</u></u>
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Supplemental Disclosures:

Interest paid during the year	\$ 918
Income taxes paid during the year	\$ 70,012

The accompanying notes are an integral part of these financial statements.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES:

Nature of Business

TWP Plumbing & Heating, Inc. is a contractor engaged primarily in the installation, maintenance, and repair of plumbing and heating systems in the New York Metropolitan area. The Corporation was organized in the State of New York on April 1, 1989 and is owned by the sole shareholder, Stephen Pirzinger.

Basis of Accounting

The Company's policy is to prepare its financial statements on the percentage of completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. The method is used because management considers total cost to be the best available measure of progress on the contracts.

Contract costs include all direct materials, labor costs, subcontracting and those indirect costs related to contract performance such as supplies, tools, repairs, transportation, insurance and payroll taxes. General and administrative costs are charged to expenses as incurred. Provision for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Cash Equivalents

The company considers all highly liquid debt instruments with an original maturity of three months or less to be cash equivalents.

S Corporation - Income Tax Status

The Company, with the consent of its sole shareholder, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporate income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore no provision or liability for federal income taxes has been included in the financial statements.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES:

Concentrations of Credit Risk

The Company maintains its cash balances in one financial institution located in Elmsford, New York. The balances are insured by the Federal Deposit Insurance Corporation up to \$ 250,000.

Contracts Receivable

Contracts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to contracts receivable.

Advertising

The Company expenses advertising costs as they are incurred the first time advertising takes place.

Presentation of Sales Taxes

The State of New York imposes sales tax at various rates based on the jurisdiction of where the sale takes place. The Company collects sales tax from customers and remits the entire amount to the State. The Company's accounting policy is to exclude the tax collected and remitted to the State from revenues and cost of merchandise sold.

Date of Management's Review

Management has evaluated subsequent events through May 31, 2023, the date which the financial statements were available to be issued.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE B - CONTRACTS RECEIVABLE:

Contracts receivable as of December 31, 2022 includes the following:

Current due	\$ 1,901,417
Retainages	<u>375,462</u>
	<u>2,276,879</u>

Management believes the contracts receivable are fully collectible and no allowance has been provided for possible losses.

NOTE C - COSTS & ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS:

Costs incurred on uncompleted contracts	\$ 2,872,358
Estimated earnings	<u>1,543,001</u>
	4,415,359
Less billings to date	<u>3,829,251</u>
	<u>586,108</u>

Included in the accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 598,975
Billings in excess of costs and estimated earnings on uncompleted contracts	12,867

NOTE D - FIXED ASSETS:

Depreciation of the fixed assets are calculated by the straight line method for financial reporting purposes at rates on the following estimated useful lives:

Office equipment	5 - 7 years
Machinery & equipment	5 - 7 years
Trucks & automobiles	5 - 7 years

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE E - LONG-TERM DEBT:

Long-term debt as of December 31, 2022 consists of the following

Note payable to BMW Financial Services, payable in monthly installments of \$ 1,233, plus interest at 1.9%, final payment due October 2025, collateralized by 2020 BMW X7.	\$ 21,544
Less current portion	<u>14,143</u>
Long-term debt	<u>7,401</u>

NOTE F - LEASES:

The Company conducts its operations from a facility that is leased from 57 South Central Avenue Associates LLC, in Elmsford, New York. The space was leased for the year at a net cost of \$ 66,000.

Minimum future office lease payments for the next fiscal year and in the aggregate are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2023	\$ 66,000
2024	66,000
2025	66,000
2026	66,000
2027	66,000

NOTE G - CONTINGENCIES & COMMITMENTS:

Contingent liabilities included the usual liability of contractors for the performance and completion of construction contracts. No provision has been made for warranty obligations on the contracts completed and the contracts in progress as of December 31, 2022.



TWP PLUMBING & HEATING, INC.
Notes to Financial Statements
As of December 31, 2022

NOTE H - RELATED PARTY TRANSACTIONS:

The Company conducts its operations from a facility that is leased from an affiliated party in Elmsford, New York. The sole shareholder of TWP Plumbing & Heating, Inc. is also the sole member of the affiliated party.

NOTE I - INCOME TAXES:

The shareholder of TWP Plumbing & Heating, Inc. has elected to participate in an optional program implemented by New York State called the pass through entity tax. The pass through entity tax allows the electing entity to be subject to income tax on the net income of the entity instead of at the level of the individual shareholder.





Stephen P. Pryor

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT ON SUPPLEMENTARY
INFORMATION

To Management
TWP Plumbing & Heating, Inc.
Elmsford, New York

Our report on our review of the basic financial statements of TWP Plumbing & Heating, Inc., (an S corporation) for the year ended December 31, 2022 appears on page 1. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in Schedules 1, 2 and 3 are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Port Chester, New York
May 31, 2023

TWP PLUMBING & HEATING, INC.
Schedule 1 - Statement of Contracts Receivable
As of December 31, 2022
See Independent Accountant's Review Report on Supplementary Information

Job Name	Requisitions					Retainage Receivable	Total Receivable	Subsequent Collections as of 5-31-23
	Current	31-60	61-90	91+	Total			
Rye Neck CSD	\$ 98,841	\$ -	\$ -	\$ 50,182	\$ 149,023	\$ -	\$ 149,023	\$ 149,023
Central Maintenance Facility	-	-	-	16,252	16,252	37,838	54,090	-
Playland Pool & Bathhouse	-	-	-	76,949	76,949	58,588	135,537	58,650
Playland Infrastructure	-	-	-	-	-	10,995	10,995	-
Harrison Fire Department	-	-	66,390	205,650	272,040	56,815	328,855	272,040
Playland Infrastructure Rehab	-	-	-	-	-	31,255	31,255	-
Mohansic Golf Course	-	-	-	57,111	57,111	24,206	81,317	8,640
Playland Emergency	4,500	-	-	199,885	204,385	31,810	236,195	199,885
NYP Iona Bronxville	-	99,579	-	-	99,579	11,064	110,643	99,579
NYMC BSB Labs	63,000	143,988	73,800	660,352	941,140	104,571	1,045,711	848,038
Small Contracts	-	-	74,880	10,058	84,938	8,320	93,258	84,938
Totals	<u>166,341</u>	<u>243,567</u>	<u>215,070</u>	<u>1,276,439</u>	<u>1,901,417</u>	<u>375,462</u>	<u>2,276,879</u>	<u>1,720,793</u>

TWP PLUMBING & HEATING, INC.
Schedule 2 - Statement of Operating Expenses
For the Year Ended December 31, 2022
See Independent Accountant's Review Report on Supplementary Information

OPERATING EXPENSES

Officer's salary	\$ 163,020
Office salaries	63,232
Payroll taxes	18,337
Advertising	22,638
Rent - Note F	66,000
Legal & accounting	23,458
Office expense	29,266
Interest expense	918
Repairs & maintenance	6,762
Meals & entertainment	17,082
Telephone	5,872
Travel & lodging	5,178
Utilities	7,293
Dues & subscriptions	5,285
Licenses, permits & fees	1,751
Depreciation	2,231
Bank & miscellaneous	<u>2,538</u>
Total Operating Expenses	<u>440,861</u>



TWP PLUMBING & HEATING, INC.
Schedule 3 - Statement of Contracts Status - Surety Format
For the Year Ended December 31, 2022
See Independent Accountant's Review Report on Supplementary Information

Job Name	Contract Price	Estimated Direct Cost	Estimated Gross Profit	Direct Cost To Date	Percentage Complete	Gross Profit Recognized To Date	Gross Profit Recognized Previously	Gross Profit Recognized This Year	Costs & Recognized Billings To Date	Costs & Recognized Earnings in Excess of Billings	Billings in Excess of Costs & Recognized Earnings
Rye Neck CSD	\$ 1,480,719	\$ 914,445	\$ 566,274	\$ 914,445	100.00	\$ 566,274	\$ 492,158	\$ 74,116	\$ 1,480,719	\$ -	\$ -
Central Maint Facility	430,884	260,842	170,042	231,104	88.60	150,656	150,420	236	378,384	3,376	-
Playland Pool	1,182,756	851,796	330,960	846,256	99.35	328,807	87,717	241,090	1,171,756	3,307	-
Playland Infrastructure	109,950	50,107	59,843	50,107	100.00	59,843	54,193	5,650	109,950	-	-
Harrison Fire Dept	600,116	411,111	189,005	399,521	97.18	183,676	9,954	173,722	568,147	15,050	-
Playland Infra Rehab	444,904	287,044	157,860	272,477	94.93	149,849	-	149,849	312,552	109,774	-
Mohansic Golf	277,857	170,456	107,401	154,465	90.62	97,325	-	97,325	242,057	9,733	-
Playland Emergency	318,095	193,811	124,284	193,811	100.00	124,284	-	124,284	318,095	-	-
NYP Iona Bronxville	602,500	396,003	206,497	373,576	94.34	194,802	-	194,802	110,643	457,735	-
NYMC BSB Labs	1,209,781	696,881	512,900	594,959	85.37	437,886	-	437,886	1,045,712	-	12,867
Small Contracts	167,804	78,314	89,490	78,314	100.00	89,490	-	89,490	167,804	-	-
Totals	6,825,366	4,310,810	2,514,556	4,109,035		2,382,892	794,442	1,588,450	5,905,819	598,975	12,867

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH ARCADIS OF NEW YORK, INC.
FOR PROFESSIONAL ENGINEERING CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES IN THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT AT A COST OF \$1,287,360.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project (the “Project”); and

WHEREAS, the City solicited and received a proposal from Arcadis of New York, Inc. for professional engineering construction management and inspection services related to the Project at a cost of \$1,287,360.00; and

WHEREAS, the cost of the construction management inspection services shall be derived from American Rescue Plan Act funding and a bond; 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 Arcadis of New York, Inc. for professional engineering construction management and inspection services related to the Delano-Hitch Recreation Park Aquatic Center Improvements Project at a cost of \$1,287,360.00.

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

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

Date: September 8, 2023
Subject: Proposal for Construction Phase Services
Delano Hitch Recreation Park Aquatic Center

Dear Mr. Morris,

Arcadis of New York, Inc. is pleased to present the City of Newburgh (City) this proposal for Construction Management Services for the City's new Delano Hitch Recreation Park Aquatic Center Project. For this size of a project, we anticipate requiring a full-time onsite Resident Engineer and construction inspection field representative and part-time specialty inspectors scheduled as necessary, at the project site working out of the field office provided, installed, and furnished by the General Contractor.

Arcadis has included a budget amount for a Special Inspections firm for third party code required special inspections and material testing to assure construction standards are being achieved.

Scope of Services

Task 1 – Construction Administration

Arcadis will perform construction contract administration services based on multiple prime construction contracts as required by the Wicks Law of NYS. We understand construction is planned to start in November of 2023 and must be substantially complete by May 31, 2025 which correlates to a 578 day construction period. We anticipate a 90 day close-out period following project substantial completion. However, this close-out period will be dependent on the contractor(s) completing their work.

Arcadis will provide in-house project management to direct and coordinate services to be provided by Arcadis, provide quality review of deliverables, conduct communications with City staff, and facilitate budget management and invoicing.

Arcadis will schedule and attend, in conjunction with the City, the pre-construction conference to discuss general and specific requirements of the Contract Documents. Develop an agenda in conjunction with the Engineer of Record and create and distribute minutes for this meeting.

Arcadis will review each Contractor's pre-construction submittals including, but not limited to, lists of subcontractors, baseline schedule, schedule of values, proposed superintendent and submittal log. Arcadis will perform a preliminary review of Contractor submittals during construction; including shop drawings, material and equipment samples, and vendor O&M manuals to determine whether such submittals are in accordance with the requirements of the Contract Documents before sending to the Engineer of Record for technical review. Arcadis anticipates utilizing a Construction Management information System (CMIS) for this process such as Procore,

Mr. Jason Morris, PE
City of Newburgh
September 8, 2023

Plangrid or equal that will be provided by the General Contractor for the project. It is our understanding that the Engineer of Record is currently using Newforma, which will be equally effective.

Arcadis will utilize the CMIS to maintain the submittal log providing the current status of Contractor submittals, as well as maintain records of vendor warranties and one set of approved shop drawings to be turned over to the City at the completion of construction.

It is anticipated that the General Contractor will be responsible for the overall Project Schedule and the inclusion of the other Prime Contractor schedules and work activities into the overall Project Schedule. Arcadis will review the Project Schedule and provide comments to the Prime Contractor's and the City. Arcadis will review and make recommendations to the City for the approval of payment requests in conjunction with the Engineer of Record. Recommendations for payment will be based on the Contractor's progress to date, shop drawing submittal status, and equipment procurement status. We will prepare field change orders and support the City in the negotiation of change orders and in the review of requests for time extensions and of claims in accordance with the Contract between the City and the Contractor. It is anticipated that preparation of necessary drawing and specification modifications for change orders, as well as Design change orders will be by the Engineer of Record. Arcadis will prepare quarterly M/WBE and EEO reports as required by the City of Newburgh.

Task 2 – Resident Engineer

We have budgeted the Resident Engineer on a halftime basis between November 1, 2023 and March 1, 2024 and on a fulltime onsite basis from March 1, 2024 until May 31, 2025, throughout the anticipated active onsite construction period for a total of 2,536 hours. We have not budgeted for overtime or weekend work. Tasks will include the following:

- Assist the City with project coordination as well as notification to and relations with City residents impacted by the work, utility owners and other stakeholders.
- Provide general oversight of the work.
- Submit a Monthly Project Report, including information on work completed by the Contractors, problems encountered and other relevant information.
- Be available for and log site visits by representatives of active parties and other regulatory agencies.
- Maintain a photo log of the work and verify the correct spare parts and O & M manuals are delivered to the City.
- Interpret Contract Documents in the field and discuss field issues with the Contractor.
- Assist in resolving issues that do not require a written RFI or field change request to be submitted by the Contractor.
- Review, log and, together with the Engineer of Record, respond to Requests for Information (RFIs), Requests for Field Changes, and Field Changes that are submitted in writing by the Contractor. We will coordinate with the Engineer of Record to prepare written responses for the interpretation and clarification of the Contract Documents.
- Expedite engineering decisions required by the City.
- Review and comment on the Project Schedule.
- Maintain a redline set of working drawings.
- Coordinate construction inspection subcontractors.

Task 3 – Construction Inspection

Arcadis will provide one full-time construction inspection field representative to assist the Resident Engineer and will schedule periodic site visits by specialty technical inspection staff to observe the progress of the Work as required. Arcadis will provide up to 2,784 hours of construction observation by our construction field representatives. We have not budgeted for overtime or weekend work. While inspecting the Work on site, the construction field representatives will:

- Observe material and equipment delivered to the site prior to installation;
- Inform the Contractor when the storage of material and equipment delivered and the Work performed does not meet the requirements of the Contract Documents;
- Verify that deficiencies in the Work are corrected and properly documented, and;
- Prepare a daily inspection report the day's observations. The daily inspection report will include the date, weather conditions, construction Work in progress, size of the work force, equipment utilized, and condition of the Work.

Arcadis will subcontract with an ICC Certified special inspections firm for third party-controlled, code required inspections and material testing to assure construction standards are being achieved. The special inspection subcontractor will be onsite as needed to complete special inspection required by the construction contract(s). Arcadis will coordinate with each Contractor's schedule to have the special inspections completed in a manner that will not impede the ongoing work. We have not yet received a Statement of Special Inspections from the Engineer of Record and have included an anticipated budget amount of \$50,000 for the special inspections.

Arcadis will coordinate and lead an inspection with the City and Engineer of Record to determine if the work is substantially complete and assist in determining if the work has been completed in general accordance with the Contract Documents. We will prepare a list of incomplete items (punch list) and obtain a schedule for their completion from the Contractors. Arcadis will also conduct a final inspection with the City and Engineer of Record to determine if the completed Work is acceptable.

Task 4 – Progress Meetings

Arcadis will attend up to 38 bi-weekly progress meetings with the City, the Contractor and other stakeholders. Arcadis will develop agendas and create and distribute minutes for each progress meetings. Meetings will include a discussion of the work completed in the prior two weeks, the progress anticipated for the upcoming two weeks, the status of RFI's, change orders, and shop drawings and a review of critical issues and resolution tasks.

Task 5 – Construction Closeout

Arcadis will assist the City with document collection for closeout of the project in compliance with requirements of the Contract Documents. We will review and comment on the as-built drawings developed and provided by each of the Contractors based upon our red-line drawings and knowledge of the project. We will confirm that the CADD drawing files are submitted to the City electronically, along with 2 hard copies. We will also confirm that the project documentation maintained on the CMIS is transmitted to the City, equipment O & M Manuals are provided by the Contractors and training is satisfactorily provided by the equipment and system vendors.

Compensation

Arcadis will complete the scope of services presented herein for a total not to exceed fee of \$1,287,360. The City will be charged for actual time and expense costs incurred. If acceptable to the City, this scope of work will be billed in accordance with our standard rate schedule for hours worked plus other direct costs markup of 5 percent and Arcadis' standard contract agreement.

It is anticipated that other direct costs may include:

- Mileage from our White Plains or NYC offices to the project site for periodic inspections, meetings and as requested by the City.
- Contract document reproduction.
- Authorized direct materials and equipment purchases and/or leases by the City.
- Miscellaneous out-of-pocket costs authorized by the City.
- Field Office Supplies (items not covered under construction contract).
- Extraordinary mailing.
- Specialized Protective Equipment.
- Surveys

Laboratory testing costs for special inspections are anticipated to be paid under the Special Inspection Line Item.

Task	Compensation
Task 1 - Construction Administration	\$49,280.00
Task 2 - Resident Engineer	\$557,920.00
Task 3 - Construction Observation	\$421,440.00
Task 4 - Progress Meetings	\$58,400.00
Task 5 - Construction Closeout	\$120,320.00
Task 6 - Special Inspections	\$50,000
Task 7 - ODC's	\$30,000
Total Not to Exceed Fee:	\$1,287,360.00

Mr. Jason Morris, PE
City of Newburgh
September 8, 2023

Arcadis looks forward to supporting the City with the delivery of the new Aquatics Center for the residents of the City of Newburgh. If you have any questions regarding this proposal, please do not hesitate to contact me at (518) 250-7300. We again thank the City for this opportunity.

Sincerely,
Arcadis of New York, Inc.



Robert E. Ostapczuk, PE
Vice President

Email: robert.ostapczuk@arcadis.com
Direct Line: 518.250.7305
Mobile: 518.810.6872

cc.	A. Arrigo, PE	Arcadis
	R. Vargo, PE, CCM	Arcadis
	D. Loewenstein, PE	Arcadis

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

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND EXECUTION OF A
CONTRACT WITH BEAM ENTERPRISES, INC. IN THE AMOUNT OF \$124,450.00
FOR THE EMERGENCY DEMOLITION OF THE STRUCTURES
LOCATED AT 10 AND 12 VAN NESS STREET AND
AMENDING RESOLUTION NO: 286-2022,
THE 2023 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO FUND THE EMERGENCY DEMOLITION EXPENSES**

WHEREAS, the City of Newburgh determined that the fire damaged structures located at 10 and 12 Van Ness Street represented an immediate threat to the public health and safety to the neighborhood; and

WHEREAS, pursuant to the City of Newburgh's Emergency Procurement Policy, bids for the demolition of the structures have been duly received and opened and Beam Enterprises, Inc. is the low bidder; and

WHEREAS, the cost of the demolition shall be derived from available funds in A.1364.0448 and a budget transfer from General Fund Appropriated Fund Balance for the remaining amount; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the demolition of the structures located at 10 and 12 Van Ness Street is hereby awarded to Beam Enterprises, Inc. for the lump sum total \$124,450.00 and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 286-2022, the 2023 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.0000.0599.1000.0000 Appropriated Fund Balance	<u>\$33,946.00</u>	
A.1364.0448 Expense of Property Acquired – Other Services		<u>\$33,946.00</u>
TOTAL:	\$33,946.00	\$33,946.00

NOTICE TO BIDDERS

INVITATION FOR BIDS UNDER EMERGENCY PROCUREMENT

for

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

Sealed bids will be received electronically by City Comptroller Janice Gaston (jgaston@cityofnewburgh-ny.gov), Assistant City Engineer Allison Spinelli (aspinelli@cityofnewburgh-ny.gov) and Director of Field Operations Rudy Lipinski at QuES&T (rlipinski@qualityenv.com) until **1 p.m. (local time) Wednesday, November 29, 2023**.

The work location is a two-story single-family residence and a one-story building located at 10-12 Van Ness Street, Newburgh, NY 12550. The general scope of work consists of complete building demolition with asbestos containing materials in-place, soil backfill and seeding. Access to the site is from Van Ness Street, which will be closed during working hours, with a single lane made available by the contractor during non-working hours. Clearing of vegetation along the perimeter of the building façade of each structure may be required to facilitate demolition and access. All work is subject to prevailing wage and requires submission of original certified payrolls as a condition for payment. DOL rates for this Project can be accessed under PRC# 2023013852 by clicking Wage Schedule on following link: <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1559730#>. All work shall be coordinated through the City Engineer and the City of Newburgh's environmental consultant, Quality Environmental Solutions & Technologies, Inc. (QuES&T)

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work described in these specifications including, but not necessarily limited to the following: Installation of site fencing, demolition and disposal of the existing structures with ACM in-place, backfilling with soil and seeding, amongst other things. All applicable permits for this controlled demolition project have been obtained from the New York State Department of Labor by the City of Newburgh.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof. All Bids must be in original form and signed in blue ink, except for a Notary Public.

This is a lump sum bid as described in the Instructions to Bidders. Successful bidders will be required to provide proof of appropriate insurance, and execute contracts prior to commencement of work. Selected contractor shall provide the City of Newburgh with a performance bond upon application to the City of Newburgh Code Compliance Department for Demolition Permit and Street Opening Permit.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

Owner:	Engineer:	CONSULTANT:	Contact:
City of Newburgh 83 Broadway Newburgh, New York 12550	Jason Morris, P.E. City Engineer (845) 569-7447	QuES&T 1376 Route 9 Wappingers Falls, NY 12590	Rudy Lipinski Director of Field Operations (845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: 
City Comptroller Janice Gaston

Dated: _____

11/27/2023

City of Newburgh – An Equal Opportunity Employer

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

QuES&T

Quality Environmental Solutions & Technologies, Inc.

November 29, 2023

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris – Commissioner of Public Works & City Engineer

Via Email: JMorris@cityofnewburgh-ny.gov

Re.: Demolition of 10-12 Van Ness Street with Asbestos in Place
10-12 Van Ness Street
Newburgh, NY 12550
Letter of Recommendation – Bid No. 14.23

Dear Mr. Morris,

Upon review of all bid documents for the Demolition of 10-12 Van Ness Street with Asbestos in Place, I respectfully recommend Beam Enterprises, Inc. for award of this project. With their pricing and supporting documentation provided in their bid, it is my opinion that Beam Enterprises, Inc. is the qualified low bidder.

For additional information concerning this submittal, please contact me at (845) 298-6031.

Sincerely,



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

SECTION 00 41 13

BID FORM

Project Identification: Demolition of 10-12 Van Ness Street with Asbestos in Place

Contract Identification And Number: Bid No. 14.23

Submitted To: City of Newburgh
83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller Janice Gaston

- 1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2 BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
- 3 In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date: N/A

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
- c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and CONSULTANT do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations,

investigations, explorations, tests, studies, and data with the Contract Documents.

- g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- i. Any other representation required by Laws and Regulations.

4 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID PRICE:

One Hundred Twenty Four Thousand Four Hundred Fifty & Zero Cents

Text

\$ 124,450.00

Numerical

All specific cash allowances are included in price(s) set forth above and have been computed in accordance with paragraph 11.8 of the General Conditions.

5 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

6 The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required Bid Security in the form of bid bond or certified bank check
- d. Required BIDDER's Qualification Statement with supporting data
- e. Affidavit of Workers' Compensation
- f. Iranian Energy Sector Divestment
- g. Estimate of RACM Demolition Removal Quantities

7 Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Beam Enterprises, Inc., 3 Contorino Way, Bldg. #2, Chester, NY 10918

8 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: November 29 2023
Month Day Year

State Contractor License No.: 64374

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: Beam Enterprises, Inc.

Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory:  Title: Vice President

Attestation:  _____

Secretary

Seal

Business Address: 3 Contorino Way, Bldg. #2, Chester, NY 10918

Phone Number: 914-617-7699

Date qualified to do business: 1/12/12

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

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SECTION 00 43 13

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS OF

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, New York

Beam Enterprises, Inc.

Name of Corporation

Resolved that Katrina Adams, Vice President
Authorized Signatory *Title*

of Beam Enterprises, Inc. Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Demolition of 10-12 Van Ness Street with Asbestos in Place
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this
Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

Beam Enterprises, Inc

Name of Corporation

At a meeting of its Board of Directors held on the 28 day of Novemeber 20 23

By: [Signature] Title: President

Seal



The above form must be completed if the Bidder is a Corporation.

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SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

in years: Ten

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

See attached

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

See Attached

4. Work awarded to you; if so, state where and why.

N/A

5. What equipment do you own that is available for this work?

See attached

6. What equipment do you plan to rent or purchase for this work?

Excavator

-
-
-
7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

CPL - Lauren Tarsio - 518-915-7456 - Newburgh CSD -Phase 2A

CSARCH - Judy Hill - 518-898-9838 -Valley Central CSD - Outdoor CR Vent

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Ellen Birsner - Connectone Bank - 201-510-6792, Banker

Dan Borgna - 973-437-9664 - Bonding & Insurance Broker

Andrea Fowler - 856-686-7719 - Aramsco - Supplier

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

See attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a Beam Enterprises, Inc.

Type of Legal Entity

The address of principal place of business is:

3 Contorino Way, Bldg. #2, Chester, NY 10918

The names of the corporate officers, or partners, or individual doing business under a trade:

Brian P. Evans

Katrina Adams



beam
ENTERPRISES, INC.

PROJECT REFERENCES - ENVIRONMENTAL

Project Location	Customer	Scope of Work	Contract Original Amount	Contract Final Amount	Completion Date
Pine Bush CSD 156 NY-302 Pine Bush, NY 12566	Butler Construction Dan Wright dwright@butlerconstructiongroup.com 845-913-5970	Asbestos abatement	\$150,000.00	\$113,820.00	04/2022
Resorts World 1401 Route 300 Newburgh, NY 12550	Holt Construction Dan Depew ddepew@holyc.com 845-283-1590	Asbestos Abatement, Interior Demolition	\$699,675.00	\$828,650.17	07/2022
Monticello HS 237 Forestburgh Rd. Monticello, NY 12701	Key Construction Joe Manfredi jm@contactkcs.com 914-474-7062	Asbestos Abatement	\$595,000.00	\$841,727.15	06/2022
Health Alliance Kingston, NY Phase 2	Turner Construction Josh Davenport jdavenport@tcco.com 585-857-2093	Asbestos Abatement and Interior Demolition	\$753,000.00	\$1,164,763.44	08/2022
Northside Junction 58 Parker Ave. Poughkeepsie, NY	Northside Junction LLC Caroline Alsup 512-496-2418	Asbestos Abatement	\$690,000.00	\$670,816.09	04/2022



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ENTERPRISES, INC.

CURRENT PROJECTS

Project	Scope of Work	Contract Amount	Completion Percentage
Poughkeepsie CSD	Asbestos abatement	\$450,000.00	61%
JFK Terminal 6/7	Fireproofing	\$800,000.00	10%
Goldfine building	Asbestos Abatement	\$750,000.00	5%
OU Boces	Interior Demolition	\$49,000.00	0%
Friendly Honda	Demolition	\$72,150.00	25%



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ENTERPRISES, INC.

Main Office:
3 Contorino Way
Building 2, Suite B
Chester, NY 10918
p. 914.617.7699
f. 917.720.9969

Description		Make		Quantity
2000 CFM Negative Air Machines		Various		50+
HEPA Vacuums		Pullman holt, eurovac		25
GFI cords		Various		25
GFI panels		Various		10
Metal Pop-up showers		Various		10
Portable lights		Various		25
Ladders		Various		20
Water heaters		Various		15
Electrical Generators		Various		5
Airless Sprayers		Various		10
Fire extinguishers		Various		15
Decon Trucks		Various		3
Decon Panels		IN- House		75

Beam Enterprises, Inc.

New York Certified MBE, New York DOT Certified DBE, Delaware Certified MBE

BEAM ENTERPRISES, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2022

BEAM ENTERPRISES, INC.

FINANCIAL STATEMENTS DECEMBER 31, 2022

TABLE OF CONTENTS

	Page
Independent Accountant's Review Report	1
Financial Statements	
Balance Sheet	2
Statement of Income	3
Statements of Stockholders' Equity	4
Statement of Cash Flows	5
Notes to Financial Statements	6 – 12
Supplemental Schedules	
Schedule of Contract Costs	13
Schedule of General & Administrative Expenses	14

To Management
Beam Enterprises, Inc.
Chester, NY

We have reviewed the accompanying financial statements of Beam Enterprises, Inc., which comprise of the balance sheet as of December 31, 2022, and the related statements of income, changes to members' equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The Schedule of Contract Costs and Schedule of General and Administrative Expenses on pages 13 and 14 accompanying the financial statements are presented only for supplementary analysis purposes and have not been subjected to the inquiry and analytical procedures applied in the review of the financial statements but were compiled from information that is the representation of management, without audit or review, and we do not express an opinion or any other form of assurance on such data.



DePietto CPA P.C.
Lake Success, NY

September 7, 2023

BEAM ENTERPRISES, INC.
BALANCE SHEETS
AS OF DECEMBER 31, 2022

ASSETS

	<u>2022</u>
Current Assets	
Cash & Equivalents	\$ 502,206
Accounts Receivable	1,765,630
Cost in Excess of Billings	1,344,757
Material Inventory	369,495
Prepaid Expenses	43,279
Total Current Assets	<u>4,025,367</u>
Fixed Assets	
Automobiles, (net of accumulated depreciation of \$46,536)	6,648
Equipment, (net of accumulated depreciation of \$105,867)	196,610
Total Fixed Assets	<u>203,258</u>
Other Assets	
Stockholder Loans Receivable	138,965
Notes Receivable	189,309
Security Deposits	5,507
Intangibles	929,171
Total Other Assets	<u>1,262,952</u>
Total Assets	<u><u>\$ 5,491,577</u></u>

LIABILITIES AND STOCKHOLDERS EQUITY

Current Liabilities	
Accounts Payable	\$ 1,129,834
Accrued Expenses	463,876
Billings In Excess of Costs	88,901
Line of Credit-Connect One	990,000
Total Current Liabilities	<u>2,672,611</u>
Long-Term Liabilities	
Loans from Affiliates	2,388,461
Notes Payable	21,751
EIDL Loan	149,900
Total Long-Term Liabilities	<u>2,560,112</u>
Total Liabilities	<u><u>5,232,723</u></u>
Stockholders' Equity:	
Additional Paid-In-Capital	160,000
Retained Earnings	98,854
Total Stockholders' Equity	<u>258,854</u>
Total Liabilities and Stockholders' Equity	<u><u>\$ 5,491,577</u></u>

The accompanying notes are an integral part of the financial statements.

BEAM ENTERPRISES, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
Revenue	
Net revenue	\$ 10,268,692
Total Revenue	<u>10,268,692</u>
Cost of Goods Sold	
Contract Costs	8,262,250
Total Cost of Goods Sold	<u>8,262,250</u>
Gross Profit	2,006,442
Operating Expenses:	
General and Administrative	1,981,269
Depreciation and Amortization	141,258
Total Operating Expenses	<u>2,122,527</u>
Operating Income (Loss)	(116,085)
Other income/(expense):	
Interest Income	14,775
Interest Expense	(101,157)
Non-Taxable Income	257,097
Other income	53,745
Income (Loss) before provision of income taxes	<u>108,375</u>
Provision for income taxes	<u>11,877</u>
Net Income (Loss)	<u>\$ 96,498</u>

The accompanying notes are an integral part of the financial statements.

BEAM ENTERPRISES, INC.
STATEMENT OF STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2022

	Common Stock	Paid-in Capital	Retained Earnings	Total Stockholders' Equity
Balance, December 31, 2021	\$ -	\$ -	\$ 2,356	\$ 2,356
Issuance of New Shares	-	160,000	-	160,000
Net Income / (Loss)	-	-	96,498	96,498
Balance, December 31, 2022	\$ -	\$ 160,000	\$ 98,854	\$ 258,854

The accompanying notes are an integral part of the financial statements.

BEAM ENTERPRISES, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
Cash Flow From Operating Activities:	
Net income (loss)	\$ 96,498
Adjustments to reconcile net income to net cash provided (used) by operating activities:	
Depreciation and Amortization	141,258
Forgiveness of PPP Loan	(257,097)
<i>Changes in operating assets and liabilities:</i>	
Accounts Receivable	7,450
Net Work in Progress	148,824
Prepaid Expenses	(13,761)
Inventory	(100,000)
Right of Use Assets	12,081
Security Deposits	16,800
Accounts Payable	323,676
Accrued Expenses	(26,717)
Payroll Taxes Payable	(45,949)
Net cash provided (used) by operating activities	<u>303,063</u>
Cash Flows From Financing Activities:	
Proceeds from Line of Credit	40,000
Proceeds from Notes Receivable	43,539
Payments of Loans from Affiliates	(97,799)
Payment of Notes Payable	(30,669)
Payments to Stockholder	(23,717)
Net cash provided (used) by financing activities	<u>(68,646)</u>
Net increase (decrease) in cash	234,417
Cash at the beginning of the year	<u>267,789</u>
Cash at the end of the year	<u><u>\$ 502,206</u></u>
Supplemental Disclosure Of Cash Flow Information:	
Cash paid for:	
Interest	\$ 101,157
Taxes	<u>\$ 11,877</u>

The accompanying notes are an integral part of the financial statements.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Beam Enterprises, Inc. (the "Company"), is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who are responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Nature of Operations

The Company's operations include environmental remediation services, demolition, fireproofing and general contracting/labor services from its office in Chester, New York. The Company derives its revenue from operations in New York, Connecticut, and New Jersey areas:

Environmental Services:

Asbestos abatement – The Company is experienced in all types of asbestos abatement including complete removal, enclosure, and encapsulation. Our project management and field staff are highly knowledgeable in the latest methods of removal, and all of our projects are performed in strict compliance with governing regulatory agencies.

Lead abatement – The Company provides lead paint remediation services for commercial and residential properties utilizing state of the art removal methods in accordance with USEPA and OSHA guidelines.

Microbial (Mold) Remediation – Our staff of certified supervisors and fully trained technicians are knowledgeable in all current guidelines and state-of-the-art remediation practices related to mold cleanup.

Demolition

The Company provides selective or interior demolition from precision removal of a building's components to complete building strip-outs. Additionally, the Company provides full building take downs. Understanding our client's concerns and schedules, the Company's experienced personnel are adept at working around sensitive operations without disruption, while protecting the health and safety of our workers and the facility's occupants.

Fireproofing:

The Company specializes in the spray applications of fire resistive acoustical and thermal spray products. The Company is also accomplished in the application of intumescent paint products. Work is performed on both new construction and retrofit projects along with providing assistance on project design. The Company self performs these services and is able to offer a true turn-key project to its clients.

General Contracting/Labor Services

The company provides general contracting and labor services to assist clients with everyday site issues. This includes general cleanup of debris, site fencing repairs, general removals, painting, masonry, and carpentry among other work including coordinating and managing subcontractors.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONT.

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation incurred rather than when cash is disbursed.

Revenue and Cost Recognition

The Company recognizes revenues from fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total cost for each contract. This method is used because management considers expended costs to be the best available measure of progress on these contracts.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

The asset, "Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts," represents revenues recognized in excess of billings. The liability "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" represents billings in excess of revenues recognized.

Revenue from time-and-material contracts is recognized on the accrual basis as the work is performed. Operating Cycle Assets and liabilities related to long-term contracts are included in current assets and current liabilities in the accompanying balance sheets as they will be liquidated in the normal course of contract completion, although this may require more than one year.

Cash and Cash Equivalents

The Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable Trade

Accounts receivable, trade are stated net of an allowance for doubtful accounts of \$0 at December 31, 2022. The Company estimates the allowance based on its historical experience of the relationship between actual bad debts and net credit sales and specific review of significant account balances that remain outstanding beyond the normal credit terms. Management charges off receivables when they are contractually past due, and it is probable that they will not be collected.

Inventory

Inventory consists of construction materials, supplies, and various hardware items that have not been charged to specific contracts and are stated at cost based on the first-in, first-out method. The inventory is adjusted annually after performing a physical count.

Property and Equipment

Property and equipment are valued at cost and do not purport to represent replacement or realizable values. Expenditures, which materially change capacities or extend useful lives, are capitalized.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONT.

Routine maintenance and repairs and minor replacement costs are charged to expense as incurred. When property and equipment are sold or otherwise disposed of, the asset accounts and related accumulated depreciation accounts are relieved, and any gain or loss is included in operations.

Provisions for depreciation on property and equipment are computed using the straight-line method for financial purposes, based on the estimated useful lives of the assets as follows:

Asset	Estimated Useful Life
Equipment	Five to ten years
Automotive	Five years

Contract Receivables

The Company grants credit generally without collateral to qualified customers and retains lien rights against the property if needed and available. Contract receivables are carried at cost less an allowance for losses if an allowance is deemed necessary. The Company does not accrue finance or interest charges. On a periodic basis, the Company evaluates contract receivables and determines the necessity for an allowance for losses, based on the history of past write-offs, collections, and current conditions. A contract receivable is written off when it is determined that all collection efforts have been exhausted. The bad debt amount expensed for the year ended December 31, 2022 is \$1,900.

Use of Estimates

Management uses estimates and assumptions in the preparation of these financial statements in conformity with U.S. generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenue and expenses. Actual results could vary from the estimates that were used. Management's estimates and assumptions include, but are not limited to, estimates of contract revenue, costs and gross profit, collectability of contract receivables, and estimated useful lives of property and equipment. Management's estimates and assumptions are initially derived from and are continually evaluated based upon available information, judgment, and experience. Because of inherent uncertainties in estimating total costs and the percentage of completion on construction contracts, it is at least reasonably possible that the estimates used will change within the near term.

Advertising Costs

Advertising costs are expensed when incurred. Advertising expense amounted to \$16,308 for the year ended December 31, 2022.

Income Taxes

In 2022, the Company transitioned from a C-Corporation to an S-Corporation for federal, state, and local income tax purposes. Due to its transition, the Company passes all income directly to its stockholders to be reported as personal income. Therefore, no provisions for federal corporate taxes have been made, nor have any provisions been made for any state and local taxes.

During 2022, the Company paid federal, state, and local corporate taxes for the year 2021, as the Company was considered a C-Corporation for tax purposes. The amount of taxes paid was \$11,877.

Tax years 2020 to 2022 remain open for examination by taxing authorities.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 2 – CONTRACT AND ACCOUNTS RECEIVABLE – TRADE

Contract receivables for 2022 consist of:

	<u>Billed Amounts</u>
Completed contracts	\$ 334,147
Contracts in progress	744,349
Retainage	687,134
<i>Gross Contract Receivables</i>	<u>1,765,630</u>
 Less: Allowances for losses	 -
	<u><u>\$ 1,765,630</u></u>

NOTE 3 – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs incurred on uncompleted contracts as of 2022 are the following:

	<u>Billed Amounts</u>
Costs incurred on uncompleted contracts	\$ 8,257,304
Estimated earnings	1,499,403
	<u>9,756,707</u>
 Less: Billings to date	 8,500,851
	<u><u>\$ 1,255,856</u></u>

Included in the accompanying balance sheet under the following captions:

Costs in excess of billing	\$ 1,344,757
Billings in excess of costs	(88,901)
	<u><u>\$ 1,255,856</u></u>

NOTE 4 – PREPAID EXPENSES

The Company is required to have general liability and excess premium insurance. These insurance policies are purchased yearly in advance based on estimates such as gross sales. The Company purchased the policies on January 27, 2022, in the amount of \$519,351 and financed the purchase from AFS IBEX, which is a division of MetaBank. The agreement requires a down payment of \$105,000 at signing and finances the balance of the policy of \$414,351 at an APR of 6.250%. The Company also incurred a finance charge of \$11,962 for the policy. The policy requires 10 monthly payments of \$42,631 which includes a principal and interest portion. As of December 31, 2022, the liability to AFS IBEX was \$0.

Prepaid expenses include prepaid insurance of \$43,279 and prepaid interest of \$0 as of December 31, 2022.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 5 – FIXED ASSETS AND INTANGIBLE PURCHASE

On March 18, 2021, the Company purchased assets from a related party for a total of \$355,661. The assets include machinery and vehicles. All purchased machinery has a seven-year lifespan, and all vehicles have a five-year lifespan for depreciation purposes.

In addition, the Company purchased intangible assets for \$1,051,891. Intangible assets include assets such as customer lists, employee knowledge, and goodwill. These assets have a 15-year lifespan and are amortized over the life of the assets.

NOTE 6 – FIXED ASSETS AND INTANGIBLES, NET

Fixed assets, net consist of the following at December 31, 2022:

	<u>2022</u>
Fixed Assets	
Equipment	\$ 302,477
Automobiles	<u>53,184</u>
Gross Fixed Assets	355,661
Less:	
Accumulated Depreciation - Equipment	(105,867)
Accumulated Depreciation - Automobiles	<u>(46,536)</u>
Total Accumulated Depreciation	(152,403)
Fixed Assets, Net	<u>\$ 203,258</u>

For the year ended December 31, 2022, depreciation expense totaled \$71,132.

Intangible assets, net consist of the following at December 31, 2022:

	<u>2022</u>
Intangibles	
Intangibles	\$ 1,051,891
Gross Intangibles	<u>1,051,891</u>
Less:	
Accumulated Amortization	(122,720)
Total Accumulated Amortization	<u>(122,720)</u>
Intangibles, Net	<u>\$ 929,171</u>

For the year ended December 31, 2022, amortization expense totaled \$70,126.

BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 7 – LONG-TERM DEBT

The Company has a line of credit with ConnectOne Bank in the amount of \$1,000,000. The line is backed by the assets of the Company and requires monthly payments of accrued and unpaid interest at an initial variable rate of 4.000% per annum. The interest rate may change during the loan period and is based off ConnectOne Prime plus 0.000%. As of December 31, 2022, the credit line's outstanding balance is \$990,000.

The Company maintained a note payable to GM Finance which was payable in monthly installments of approximately \$669.33 which includes interest of 0%. The balance as of December 31, 2022 is \$5,330.

The Company has entered into a long-term debt agreement with a related party during the year. The information related to this note can be found in Note 11 – Related Parties.

NOTE 8 – SBA CARES LOANS

On May 1, 2020, the Company received loan proceeds of \$257,097 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The PPP Loan and accrued interest are forgivable after twenty-four weeks if the borrower maintains its payroll levels and uses the loan proceeds for eligible purposes, including payroll, benefits, rent, utilities, and operating costs. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the twenty-four-week period.

As of December 31, 2022, the Company has received notice from the SBA that the PPP funds were used appropriately, and all amounts were fully forgiven. The resulting forgiveness of debt provided the Company with \$257,097 of non-taxable income.

On May 20, 2020, the Company executed a secure loan with the SBA under the Economic Injury Disaster Loan program in the amount of \$149,900. The loan is payable over 30 years at an interest rate of 3.75%. Installment payments of principal and interest begins in the year 2023.

NOTE 9 – LEASING ARRANGEMENTS

The Company rents operating space in Chester, New York, on an annual basis with lease terms that expire on March 31, 2026 and monthly installments of \$4,150. In addition, the Company rents operating space in Pennsylvania and New York City for the amounts of \$1,650 and \$775 per month, respectively. These leases are month-to-month leases.

Rental expense amounted to \$90,062 for the year ended December 31, 2022.

**BEAM ENTERPRISES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 10 – CONCENTRATION OF RISK

At times throughout the year, the Company may maintain cash balances in certain bank accounts more than FDIC limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk in these accounts. As of December 31, 2022, no account was over FDIC limits.

NOTE 11 – RELATED PARTY TRANSACTIONS

On March 18, 2021, as part of an asset purchase, the Company entered into a note payable with a related party, Specialty Trades Contracting, LLC for a total of \$2,659,250.

The promissory note stipulates that the Company is required to make monthly installment payments which include principal and interest of 3.000% per annum on the unpaid principal balance. The note has a 10-year maturity period and is not secured by any assets of the company. As of December 31, 2022, the note's balance is \$2,388,461.

The Company maintains outstanding notes receivable with United Spray, LLC, a related party. The note functions as an open account loan with interest charged daily on the open balance at a rate of 4.000% per annum. During 2021, as per the agreement, the Company did not charge the related party any interest on the balance of the note. As of December 31, 2022, the balance of the note is \$168,460. Commencing on January 1, 2022, the Company will charge interest daily on the open balance of the note. In addition, the note's interest rate is scheduled to increase up to 4.750% in 2022.

The Company maintains an outstanding loan with a shareholder throughout the year. The note bears an interest rate of zero percent and has no set repayment terms. As of December 31, 2022, the note's balance is \$138,965.

NOTE 12 – SUBSEQUENT EVENTS

The Company has evaluated events after the balance sheet date for items requiring record or disclosure in the financial statements. The evaluation was performed through September 7, 2023, which is the date the financial statement was available to be issued.

BEAM ENTERPRISES, INC.
SCHEDULE OF CONTRACT COSTS
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
Contract Costs:	
Direct Labor	\$ 3,025,252
Materials	840,636
Payroll Taxes	299,443
Insurance	565,892
Lodging	11,437
Rental Equipment	268,342
Subcontractor	995,421
Union Benefits	1,431,869
Other Project Costs	<u>823,958</u>
Total Contract Costs	<u>\$ 8,262,250</u>

The accompanying notes are an integral part of the financial statements.

BEAM ENTERPRISES, INC.
SCHEDULE OF GENERAL & ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>
General and Administrative Expenses:	
Accounting	\$ 2,550
Advertising and Marketing	16,308
Automotive Expense	240,205
Bad Debt	1,900
Bank Charges	9,376
Continuing Education	333
Contributions	10,563
Dues and Subscriptions	21,502
Insurance	476,317
Legal	5,749
Licenses	5,985
Meals	39,289
Medical	10,551
Miscellaneous	9,826
Office Expenses	92,689
Office Supplies	15,113
Outside Services	25,038
Payroll Expenses	95,501
Postage and Delivery	11,767
Rent	90,062
Repairs and Maintenance	3,186
Salary and Wages	673,945
Small Tools and Equipment	31,348
Telephone	43,568
Travel	23,823
Utilities	24,775
Total General and Administrative Expenses	<u>\$ 1,981,269</u>

The accompanying notes are an integral part of the financial statements.

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SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

STATE OF:)
) SS:
County of:)

I, Katrina Adams of the Town, Village, City of Monroe
in the County of Orange and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, an officer of the firm of Beam Enterprises, Inc.

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

Beam Enterprises, Inc.

Contractor Name

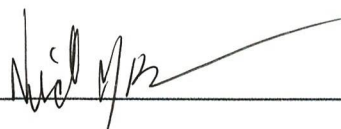
Subscribed and sworn to Katrina Adams Vice President
Name of Affiant Title of Affiant


Signature of Affiant (in blue ink)

before me this 29th day of NOVEMBER, 20 23

Notary Public of New York, Orange County

My commission expires: 10/18/25

Notary Signature: 

Affix Notary Seal or Stamp below



This Affidavit must be completed by all Bidders

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

City of Newburgh, Orange County, New York

STATE OF:

)

) SS:

County of:

)

I, Katrina Adams of the Town, Village, City of Monroe
in the County of Orange and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, an officer of the firm of Beam Enterprises, Inc.

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by Beam Enterprises, Inc.

Contractor Name

Subscribed and sworn to Katrina Adams Vice President

Name of Affiant

Title of Affiant



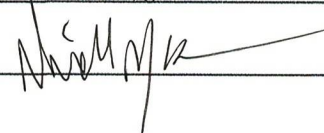
Signature of Affiant (in blue ink)

before me this 29th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York, Orange County

My commission expires: 10/18/25

Notary Signature: 

NICOLE M BERHAU
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6423736
Qualified in Orange County
Commission Expires October 18, 2025

This Affidavit must be completed by all Bidders

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SECTION 00 43 20

**Certification Pursuant to Section 103-g of the New York State General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT**

Demolition of 10-12 Van Ness Street with Asbestos in Place

Bid No. 14.23

- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
 - i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

3 Name: Katrina Adams Title: Vice President

Signature: _____



Date: _____

11/29/23

Company
Name: _____

Beam Enterprises, Inc.

STATE OF: _____

)

) SS:

County of: _____

)

Subscribed and sworn to Katrina Adams

Vice President

Name of Affiant

Title of Affiant

before me this 29th day of November, 20 23

Affix Notary Seal or Stamp below

Notary Public of New York, Orange County

My commission expires: 10/18/25

Notary Signature: _____



NICOLE M BERHAU
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6423736
Qualified in Orange County
Commission Expires October 18, 2025

This Affidavit must be completed by all Bidders

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AMENDING RESOLUTION NO: 286-2022, THE 2023 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$9,498.11
FROM GENERAL FUND AND \$26,201.89 FROM A TRUST AND AGENCY ACCOUNT
TO CAPITAL FUND FOR THE PURCHASE OF REAL PROPERTY KNOWN AS
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 9),
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 12), AND
BAY VIEW TERRACE (SECTION 49, BLOCK 1, LOT 7.1)**

WHEREAS, an amendment to the 2023 Budget is necessary to transfer funds for the purchase of three (3) parcels of real property known as Quassaick Creek North (Section 47, Block 2, Lot 9 on the Orange County Tax Map), Quassaick Creek North (Section 47, Block 2, Lot 12 on the Orange County Tax Map), and Bay View Terrace (Section 49, Block 1, Lot 7.1 on the Orange County Tax Map) to further the City's compliance with a New York State Department of Environmental Conservation Consent Order to construct certain improvements to the combined sewer collection system in accordance with its Long Term CSO Control Plan; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 286-2022, the 2023 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.8684.0448.0000.0000	\$ 9,498.11	
TE.8686.0400	<u>\$26,201.89</u>	
H1.8660.0200.0000.000		<u>35,700.00</u>
 TOTAL:	 \$37,500.00	 \$37,500.00

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION APPROVING A CITY-OWNED TAX FORECLOSED PROPERTIES
GENERAL LIABILITY INSURANCE POLICY AND MUNICIPAL INSURANCE POLICIES
FOR THE PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2024**

WHEREAS, Arthur J. Gallagher of New York, Inc. has solicited a policy of City-owned tax foreclosed properties liability insurance coverage for the period January 1, 2024 to December 31, 2024; and

WHEREAS, on behalf of the City of Newburgh, Arthur J. Gallagher of New York, Inc. has solicited proposals for municipal insurance coverage for the fiscal year 2024 and has recommended a package of insurance coverage for municipal property and municipal liability insurance coverage for Fiscal Year 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves a policy of insurance coverage for City-owned tax foreclosed properties for the term beginning January 1, 2024 through December 31, 2024 as set forth in the attached Insurance Proposal; and

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the municipal insurance coverage for the term beginning January 1, 2024 through December 31, 2024 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, and third-party claims administration services, respectively, for the period of January 1, 2024 to December 31, 2024.

Proposal of Insurance

City of Newburgh

83 Broadway, 4th Floor
Newburgh, NY 12550

Arthur J. Gallagher Risk Management Services LLC
Sulim Bartok | Producer
Sulim_Bartok@ajg.com | (650) 863-2556

Presented: December 5, 2023

AJG License Nos. IL 100292093 / CA 0D69293



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

Table of Contents

Your Gallagher Team	3
Program Structure	4
Named Insured	4
Market Review	5
Location Schedule.....	6
Full Program Details	7
Package - Gemini Insurance Company	7
Property – Zurich American Insurance Company	9
Environmental Liability - Evanston Insurance Company	12
General Liability - Associated Industries Insurance Co, Inc	15
Public Officials Liability - ACE American Insurance Company	17
Equipment Breakdown - Travelers Property Casualty Co of America	19
Cyber Liability - Houston Casualty Company	22
Package - Safety National Casualty Corporation	25
Excess Liability – Gemini Insurance Company	27
Premium Summary	29
Premium Financing	32
Payment Plans	33
Coinsurance Illustration	34
Proposal Disclosures	35
Proposal Disclosures	35
Surplus Lines Notice - New York	38
Surplus Lines Notice - New York	39
Surplus Lines Notice - New York	40
Surplus Lines Notice - New York	41
Client Authorization to Bind Coverage	42
Appendix	44
Bindable Quotations & Compensation Disclosure Schedule	44
Claims Reporting By Policy	46
Gallagher STEP Flyer	47
Business Continuity Flyer	49

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Sulim Bartok Area Vice President	Producer	Sulim_Bartok@ajg.com	(650) 863-2556 (c)
Nicole Anstett Client Service Manager Sr.	Client Service Manager	Nicole_Anstett@ajg.com	(914) 697-6066 (p)
Trevor Biel Client Service Manager Trainee - Achieve	Client Service Associate	Trevor_Biel@ajg.com	(203) 447-6669 (p)

Named Insured

<i>Named Insured</i>	<i>Package</i>	<i>Cyber Liability</i>	<i>Property</i>	<i>Environmental Liability</i>	<i>General Liability</i>	<i>Public Officials Liability</i>	<i>Equipment Breakdown</i>	<i>Excess Liability</i>
City of Newburgh	X	X	X	X	X	X	X	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Package Excess Liability	Gemini Insurance Company (A+XV)	Quoted	Non-Admitted
Cyber Liability	Houston Casualty Company (A++)	Quoted	Non-Admitted
Package	Zurich American Insurance Company (A+XV)	Quoted	Admitted
Environmental Liability	Evanston Insurance Company (AXV)	Quoted	Non-Admitted
General Liability	Associated Industries Insurance Co, Inc (A-XV)	Quoted	Non-Admitted
Public Officials Liability	ACE American Insurance Company (A++XV)	Quoted	Admitted
Equipment Breakdown	Travelers Property Casualty Co of America (A++XV)	Quoted	Admitted
Package	Safety National Casualty Corporation (A++XV)	Quoted	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

Address	Building Description
79 Dubois Street	Water Department
55 Broadway	Firehouse/Police Station
83 Broadway	City Hall
492 Broadway	Firehouse
283 Carpenter St	Water Tower
660 Little Britain R	Dwelling/Garage
70 Pierce's Rd	Garage
141 Ellis Avenue	Tank
3 River Street	Incinerator
2 Renwick Street	Sewage Treatment
2 Renwick Street	Sludge Pump
2 Renwick Street	Sludge Processing
2 Renwick Street	Pump & Elec Bld
2 Renwick Street	Sludge Storage
2 Renwick Street	Grit Building
2 Renwick Street	Control Bldg.
493 Little Britain Road	Office/Control
493 Little Britain Road	Chlorination Bld
493 Little Britain Road	Storage Bldg.
207 Carpenter Avenue	Park Shelter
123 Carpenter Avenue	Shelter
70 Front Street	Comfort Station
401 Washington	Locker Management
401 Washington	Toilet Facility
401 Washington	Delano-Hitch Stadium 3,100 Capacity
401 Washington	Storage/Concessions
401 Washington	Activity Center
401 Washington	Park
401 Washington	Concession Stand
104 S. Lander Street	Community Center
125 Grand Street	Court
134 Grand Street (Liability Only)	Church Bldg.
856 Little Britain R	Facility
300 Broadway	Courthouse/Police Station
321 South William Street	Armory Building
123 Grand Street	Codes Building
1 River Street	sewage plant
North - No Plank Rd	water tank
129-131 S Robinson Ave	DPW / Police
210 Grand Street (Liability Only)	municipal park
10 Hasbrouck St (Liability Only)	municipal park
66 Courtney Ave (Liability Only)	municipal park
251 Liberty Street (Liability Only)	municipal park

Full Program Details

Liability Package

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Gemini Insurance Company	Gemini Insurance Company
A.M. Best Rating	A+XV	A+XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 days of Binding	Payable within 20 days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$953,521.00	\$1,050,000
Surplus Lines Tax	\$34,326.76	\$37,800.00
Surplus Lines Filing Fee	\$1,430.28	\$1,575.00
TRIA	Included	Included
Minimum Premium	35%	35%
Estimated Cost	\$989,278.04	\$1,089,375 – Estimated Premium

General Liability, Law Enforcement Liability and Automobile Liability

	<i>Expiring</i>	<i>Renewal Quote</i>
Coverage:		
General Liability and Law Enforcement Liability	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000
Combined Single Limit - Each Accident (Unlimited Aggregate)	\$5,000,000	\$5,000,000
Deductibles/SIR		
Self-Insured Retention: Each Accident	\$500,000	\$500,000

Endorsements (including but not limited to)
CCP 1011 Public Entity Retained Limits Policy Declaration
CEN 5007 Schedule of Forms and Endorsements
CCP 1001 Common Conditions, Definitions and Exclusions
CCP 1002 General Liability Coverage Part
CCP 1003 Automobile Liability Coverage Part
CEN 1000 Signatures
CEN 2002 Cap on Losses from Certified Acts of Terrorism
CEN 3005 Dam, Reservoir, Levee Sub-limited Coverage Endorsement
CEN 9001 Trade or Economic Sanctions Endorsement
MAN 1000 Limited Sexual Abuse Coverage Park
ILP 001 "OFAC"
Loss Notice
RRE Loss Notice

Exclusions (including but not limited to)
Eminent Domain, Condemnation, Inverse Condemnation, Adverse Possession, Temporary or Permanent Taking.
Price Fixing, Restrain of Trade, Monopolization, Unfair Trade Practices
Purchase or selling of securities, or violation of any securities law.
Failure to pay bond, interest on a bond, any debt, financial guarantee or debenture.
Failure to Maintain Insurance
Insured's activities in any investing or fiduciary capacity.
Failure to execute required actions or mistaken actions committed in the administration of your employee benefit program
Rendering or failure to render; medical, surgical, dental, x-ray or nursing services.
Professional Services of Lawyer or Accountant
Workers' Compensation Law
Pollutants
Asbestos
Toxic or Pathological Properties of Lead
Ownership, Maintenance, Operation, Use Loading or Unloading or Entrustment of Others of any Watercraft Owned or Operated.
Operations of Any Landfill or Disposal Site.
War
Trampolines
Nuclear
Communicable Disease

Notice of Cancellation – 60 days 10 for Non-Payment of premium.

Property

Carrier Information	Expiring	Renewal Quote
Policy Term	1/1/2023-1/1/2024	1/1/2024 - 1/1/2025
Carrier	Zurich American Insurance Company	Zurich American Insurance Company
Admitted/Non-Admitted	Admitted	Admitted
A.M. Best Rating	A+XV	A+XV
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$96,995.00	\$119,943.00
Carrier Fees - NY Fire Fee	\$1,087.26	\$1,381.39
Carrier Fees - Risk Engineering Fee	\$250.00	\$250.00
Estimated Cost	\$98,332.26	\$121,574.39
TRIA	Not Purchased	\$2,399 (Additional Premium)

Coverage:

	Expiring	Renewal Quote
Standard Coverages		
Building and Contents - Blanket	\$102,083,955	\$120,294,058

Coverage:

SUBJECT OF INSURANCE	AMOUNT	BASIS
Real Property & Personal Property	\$120,294,058	Blanket
134 Grand Street	Excluded	
Pump and Lift Stations	Included in Building Limit	
Earthquake	\$5,000,000	
Flood	\$5,000,000	Zone C and X Unshaded Zone X500, B and X Shaded
Debris Removal	25% of direct physical loss of or damage to covered property plus the deductible in the policy applicable to that loss or damage.	The expenses will be paid only if they are reported to us in writing within 180 days
Additional Debris Removal	\$300,000	Per Location/Per Occurrence
Pollutant Clean up and Removing	\$250,000	During Each Separate 12 Month Period
Accounts Receivable	\$250,000	Per Occurrence
Animal Mortality	\$15,000	Per Animal/\$100,000 Aggregate
Building Ordinance or Law	Included in Bldg. Limit \$1,000,000	Coverage A Coverage B, C
Business Income and Extra Expense	\$500,000	Per Occurrence
Period of Restoration	Increased Period to Comply with Ordinance or Law	
Fine Arts	\$10,000 \$100,000	Per Item Per Loss

Coverage:

SUBJECT OF INSURANCE	AMOUNT	BASIS
Grounds Maintenance Equipment	\$100,000	Per Occ/\$5,000 Max Per Item
Newly Acquired or Constructed Property	\$2,000,000 \$1,000,000	Each Building Contents
Portable Audio Visual and Communications Equipment	\$100,000	Per Occurrence
Portable Emergency Response Equipment	\$100,000	
Portable Equipment used by Law Enforcement and Public Safety	\$100,000	
Sewer Backup	\$500,000	Per Occurrence
Theft of Building Materials and Supplies	\$100,000	Each Described Premises
Valuable Papers and Records	\$250,000	Each Described Premises
Traffic Lights, Traffic Signs, Parking Meters, Fire Hydrants, Guard Rails, Bus Shelters	\$100,000	Per Occurrence
Valuable Papers and Records	\$250,000	Each Described Premises
Inland Marine		
Scheduled Limit	\$1,068,600	
Rental Reimbursement (Rental Expense)	\$100,000	
Contractors Equipment-Leased or Rented from Others	\$500,000	
Misc Property & Equipment (Unscheduled)	\$1,225,597	\$10,000 Max Any One Item

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	All Other	\$100,000
Deductible	Earthquake	2%
Deductible	Accounts Receivable, Fine Arts, Grounds Maintenance Equipment, Communications Equipment, Portable Equipment, Traffic Lights, Valuable Papers and Records	\$500
Deductible	Inland Marine	\$50,000

Endorsements (including but not limited to)

U-ZPRO-521-B CW (5/18)

Exclusions (including but not limited to)

Asbestos, Lead, Silica, Nuclear, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Communicable Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Violation of Economic or Trade Sanctions. Exclusions as stated on the Building and Personal Property Coverage Form. Flood does not apply to any location(s) situated in a "special flood coverage area" as determined by the Federal Emergency Management Agency (FEMA). These areas are currently designated by FEMA as zones A, AE, AO, AH, A1-A30, A99, AR, AR/AE, AR/AO, AR/A1-A30, AR/AH, AR/A,V, V1-V30, VE, VO,X500, XFUT, B, XB, and X500 and on a FEMA Flood Rate Map, shaded X. Any area later designated by FEMA as a "special flood coverage area" at the time of a Covered Cause of Loss is also subject to this limitation. Any area removed by FEMA from a "special flood coverage area" designated at the time of a Covered Cause of Loss is not subject to this limitation.

Type	Description
Special Form Perils	Special From, Including Theft

Environmental Liability

Carrier Information	Expiring	Renewal Quote
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Evanston Insurance Company	Evanston Insurance Company
A.M. Best Rating	AXV	AXV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$30,950.00	\$32,155.00
Surplus Lines Tax	\$1,107.63	\$1,175.78
Surplus Lines Filing Fee	\$46.49	\$48.98
Wholesaler Fees - Broker Fee	\$500	\$500.00
TRIA	Not Purchased	
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount	25%	25%
Estimated Cost	\$32,292.12	\$33,879.58

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Environmental Liability	Claims Made	01/01/22	

Coverage:

DESCRIPTION	AMOUNT
Bodily Injury and Property Damage Resulting from New Pollution Conditions	\$1,000,000 Each Claim Limit
Crisis Management and Emergency Response Costs	\$250,000 Each Claim Limit \$250,000 Aggregate Limit
Off Site Cleanup Costs Resulting from New Pollution Conditions	\$1,000,000 Each Claim Limit
On Site Cleanup Costs Resulting from New Pollution Conditions	\$1,000,000 Each Claim Limit
Disciplinary Proceedings	Defense Cost \$25,000 Each Disciplinary Proceeding. Loss of Earnings or Expense \$10,000 Each Claim or Each Disciplinary Proceeding
Loss of Earnings or Expenses Limit	\$10,000
Coverage Form Aggregate Limit	\$2,000,000
Total Policy Aggregate Limit	\$2,000,000

Schedule of Covered Locations

2 Renwick Street, Newburgh, NY 12550
493 Little Britain Road, Newburgh, NY 12550
283 Carpenter Avenue, Newburgh, NY 12550
70 Pierces Road/88 Pierces Road, Newburgh, NY 12550
125-129 Grand Street, Newburgh, NY 12550
21 Grand Street/55 Broadway, Newburgh, NY 12550

300 Broadway, Newburgh, NY 12550
79 Dubois Street, Newburgh, NY 12550

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention		\$10,000

Endorsements include, but are not limited to:

DESCRIPTION
MJIL 1000 08 10 Jacket/Signature Page
MPEI 2000 06 23 Emergency Response Hotline
MPIL 1007 01 20 Privacy Notice
MPIL 1039 01 12 Common Policy Surplus Lines Notification Supplement to Declarations
MPIL 1083 04 15 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MDEI 2014 11 17 Environmental Common Policy Declarations
MDIL 1001 08 11 Form Schedule
MEEI 2346 06 21 Exclusion of Certified Acts of Terrorism
MEEI 2562 11 17 Application Warranty
MEIL 1200 03 23 Service of Suit
MEIL 1233 11 13 Notice of Cancellation as Required by Contract – Additional Insureds Number of Days: 30
MEEI 0017 01 22 Common Policy Conditions
MEIL 1247 08 15 Minimum Earned And Minimum Retained Premium Minimum Earned Premium Percentage: 25% Minimum Retained Premium Percentage: 100% Fully Earned date: 01/01/2023
MDEI 2017 09 22 Site Pollution and Environmental Supplemental Declarations
MEEI 0008 09 22 Site Pollution and Environmental Coverage Form
MDEI 2018 09 22 Schedule of Covered Locations
MEEI 2238 09 22 Sublimit - Underground Storage Tanks 1 UST at 493 Little Britain Road (tank no. 3) installed 6/1/1999 storing diesel with 1,000 gallon capacity 2 USTs at 70 Pierces Road (tank nos. 1 and 2) installed 2/23/1999 and 1/1/1994, storing diesel and gasoline/10% ethanol, capacities are 2,500 and 6,000 gallons respectively
MIL 12 14 09 17 Trade or Economic Sanctions
MEIL 1225 10 11 Changes – Civil Union

Exclusions include, but are not limited to:

DESCRIPTION
Cyber Incident, Data Compromise, and Violation of Statutes Related to Personal Data
Mold and Legionella Pneumophlia for Specified Covered Locations - All Covered Locations

Exclusions include, but are not limited to:

DESCRIPTION
Perfluorinated Compounds For Specified Covered Locations And Insuring Agreements Covered Location(s): All locations and insuring agreements
Specified Pollutants – Pollutant Common Name: AFFF-Aqueous Film Forming Foam; AR-AAF – Alcohol Resistant-Aqueous Film Forming Foam
Communicable Disease

General Liability

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Associated Industries Insurance Co, Inc	Associated Industries Insurance Co, Inc
A.M. Best Rating	A-XV	A-XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$30,000.00	\$40,000.00
Surplus Lines Tax	\$1,080.00	\$1,440.00
Surplus Lines Filing Fee	\$45.00	\$60.00
Wholesaler Fees - Broker Fee	\$175.00	\$200.00
Carrier Fees - Inspection Fee	\$700.00	\$1,200.00
TRIA	Not Purchased	\$1,245.00 (Additional Premium)
Minimum Earned Premium	25%	25%
Estimated Cost	\$32,000.00	\$42,825.00
Exposures (# of Buildings)	33	45
Standard Coverages		
General Aggregate Limit - Location, Project	\$2,000,000	\$2,000,000
Medical Expense	\$5,000	\$5,000
Damage to Premises Rented to You	\$100,000	\$100,000
Each Occurrence Limit	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000
Deductibles/SIR		
Bodily Injury	\$1,000	\$1,000
Property Damage	\$1,000	\$1,000
Personal And Advertising Injury Liability	\$1,000	\$1,000

Endorsements (including but not limited to)
AESGL230 0820 Non-Cooperation with Premium Audit Endorsement
AESGL231 0322 Multiple Policies Non-Stacking of Limits Endorsement
AESPN 0811 Associated Industries Insurance Company Privacy Policy
CG0001 1207 Commercial GL Coverage Form
CG0104 1204 NY Changes – Premium Audit
CG2144 0798 Limitation of Coverage to Designated Premises or Project
CG2621 1091 NY Changes-Transfer of Duties when a Limit of Insurance is used up
IL0003 0908 Calculation of Premium
IL0017 198 Common Policy Conditions
NXGL004 0809 Amendment-Common Policy Conditions
NXGL005 0420 Policyholder's Guide to Reporting a Casualty Claim
NXGL007 0809 Minimum Retained Audit Premium
NXGL008 0809 Minimum Retained Premium
NXGL0037 0809 Deductible Liability Endorsement – Including Expense (Per Occurrence/Offense)
Exclusions (including but not limited to)
Products Completed Operations Hazard

Habitability
Recordings and Distribution of Material or Information in Violation of Law
Access or Disclosure of Confidential or Personal Information and Data-Related Liability
Unmanned Aircraft
Communicable Disease
Employment-Related Practices
Total Pollution (unless Purchased)
Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism
Nuclear Energy Liability
Radon
Electromagnetic Fields (EMF'S)
Punitive Damages
Assault and Battery
Animals
BI to Independent Contractors
Construction Activities
Discrimination
Firearms
Residential Conversion
Total Liquor Liability
Cross Suits (Insureds)
Standard Additional
Total Professional Services

Exposures:

Code	Rate	Exposures
41650		13,249
63010		22
63011		8
63012		6
63013		1
68606		36,685
62003		2

Conditions of Binding

Signed Acord Application

Signed Terrorism Form

Audit Frequency – Annually

Public Officials Liability

Carrier Information	Expiring	Renewal Quote
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	ACE American Insurance Company	ACE American Insurance Company
A.M. Best Rating	AXV	A++XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payable within 20 days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$32,397.00	\$38,637.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount	25%	25%
Estimated Cost	\$32,397.00	\$38,638.00
Standard Coverages		
Public Officials Management	\$5,000,000	\$5,000,000
Employment Practices Liability	\$5,000,000	\$5,000,000
Crisis Management Fund	\$50,000	\$50,000
Non-Monetary Defense	\$250,000	\$250,000
Employee Benefits Liability	\$25,000	\$25,000
Hammer Clause	Insured 70%/Uninsured 30%	Insured 70%/Uninsured 30%
Deductibles/SIR		
Self-Insured Retention	\$250,000	\$250,000

Extended Reporting Period (ERP) Options*:

COVERAGE	TERM	PREMIUM
Optional ERP	12 Months 24 Months 36 Months	100% of Annual Premium 150% of Annual Premium 175% of Annual Premium

*If ERP coverage is desired, then that requests must be in writing to the carrier within 30 Days of the Effective Date of the Policy Expiration. 75 Day Automatic Extended Reporting Period applies at Effective date of Policy Expiration.

Exclusions (including but not limited to)
PF-23536
CC-1K11J Signatures
PF-33468 Notice Amended Endorsement
PF-46422 Trade or Economic Sanctions Endorsement
PF-37210 Network Security or Privacy Exclusion
PF-299861 False Claims Act Exclusion
PF-299861 Limits of Liability Amended Endorsement
PF-3541 Bond Exclusion
PF-308205 Public Entity Liability Enhancement
PF-49225a Amend Exclusion M – Other Public Entity Operations – Law Enforcement Agencies
PF-51561 Exclusion E (Adverse Use) Amended Defense Sublimit \$100,000
PF-24285 Waiver of Application

PF-264014 Employee Benefits Liability Exclusion Amended – Claims Expense Sub-Limit
PF-2716a NY Amendatory
PF-17914a OFAC
TR-19606e Policy Disclosure of Notice of Terrorism Insurance Coverage
ALL-20887a Chubb Producer Compensation Practices & Policies

Exclusions include, but are not limited to:

DESCRIPTION
Law Enforcement Agencies
Bond
False Claims Act
Network Security or Privacy Exclusion
Intentional or Knowing Violation of the Law by an Insured
Alleging, based upon, arising out of or attributable to the operation of the laws, and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use.
Any allegation relating to the foregoing D.1, D.2 and D.3 that an Insured negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such Damages, Claims Expenses or Claim .
Strikes, Civil Commotion or Riots
Alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to Claims Expenses
Pollutants
Alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
Breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, However, this subsection of this exclusion shall not apply to any Claim alleging any Wrongful Employment Practice ; or any construction, architectural or engineering contracts and/or agreements or the actual or alleged liability assumed by the Insured under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the Insured even in the absence of such contract or agreement
Alleging, based upon, arising out of or attributable to any Insured's activities as a trustee or fiduciary as respects any type of Employee benefit plan, including any pension, savings, or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any Employee , including, but not limited to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
Alleging, based upon, arising out of or attributable to any Wrongful Act prior to the inception date of the first policy issued by the Insurer or any affiliate thereof, and continuously renewed and maintained, if, on or before such date, any Insured knew or could have reasonably foreseen that such Wrongful Act could lead to a Claim .
Workers' Compensation, Disability Benefits, Unemployment Compensation, Unemployment Insurance, Retirement Benefits, Social Security Benefits or Similar Law; However, this exclusion shall not apply to that part of any Claim for Retaliation

Defense Outside the Limits of Liability

Equipment Breakdown

Carrier Information	Expiring	Renewal Quote
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Travelers Property Casualty Co of America	Travelers Property Casualty Co of America
A.M. Best Rating	A++XV	A++XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$10,180.00	\$13,598.00
TRIA	Included	Included
Minimum Type	None	None
Estimated Cost	\$10,180.00	\$13,598.00
Standard Coverages		
Equipment breakdowns	\$50,000,000	\$50,000,000
Sump Overflow	\$5,000	\$5,000
Hazardous substance	\$10,000,000	\$10,000,000
Data or Media	\$5,000,000	\$5,000,000

Coverage:

DESCRIPTION	LIMIT
Property Damage	Included in Total Limit
Business Income	Included in Total Limit
Extra Expense	Included in Total Limit
Spoilage Damage Coverage	Included in Total Limit
Utility Interruption Waiting Period	4 Hours
Civil Authority	100 Miles/3 Weeks
Dependent Property	\$10,000,000
Electronic Data or Media	\$5,000,000
Error and Omissions Coverage	Included in Total Limit
Expediting Expenses Coverage	Included in Total Limit
Extended Period of Restoration	365 Days
Fungus, Wet Rot & Dry Rot Limits	Included in PD Limit
Green Coverage Enhancements EB T2 76	
Property Damage % Factor	5%
Property Damage Limit	\$1,000,000
BI/EE # of Days	30 Days
Ingress or Egress Coverage	1 Days
Newly Acquired Locations Coverage	Included in Total Limit
Number of Days of Coverage	365 Days
Off Premises Equipment Coverage	\$5,000,000

DESCRIPTION	LIMIT
Ordinance or Law	
Undamaged Property	\$10,000,000
Demolition	Included in Total Limit
Increased Cost of Construction	Included in Total Limit
Refrigerant Contamination Limitation	Included in Total Limit
Water Damage Limitation	Included in Total Limit
Drying Out Limit of Insurance	Included in PD Limit
Number of Days of Notice for Cancellation	90 Days, 20 for Non-Payment of Premium
Brands and Labels	Included
Claim Date Expense Endorsement	\$25,000
Deductible Waiver Endorsement for Joint Loss	Included
Diagnostic Equipment	Covered
Electrical Surge or Disturbance Endorsement	Included in Total Limit
Joint Loss Agreement	Included
Jurisdictional Inspections	Included
Knowledge of Loss Endorsement	Included
New Generation Valuation-Up to an Additional 50%	Included
New York Changes-Estimation of Claims; Fungus, Wet Rot and dry Rot	Included
Ordinary Payroll	Covered
Pairs and Sets Valuation	Included
Production Machines	Covered
Specific Perils Elimination Endorsement	Included
Underground Pressure Vessel and Piping Coverage Endorsement	Included in Total Limit
Unused Extended Warranty Reimbursement	Included

Endorsements (including but not limited to)
Common Policy Declarations - IL T0 01 0 01/01/2007
Forms, Endorsements And Schedule Numbers - IL T8 01 10/01/1993
Common Policy Conditions - IL T0 01 0 01/01/2007
Dependent Properties - Loc Schedule - EB T4 01 08/01/2008
Off Premises Equipment Coverage - EB T3 88 08/01/2008
Drying Out Coverage - EB T3 61 08/01/2008
Knowledge Of Loss - EB T3 58 12/01/2009
Claim Data Expense - EB T3 36 08/01/2008
Unnamed Locations Coverage - EB T3 34 08/01/2008
Covered Premises-Special Schedule - EB T3 26 08/01/2008
Errors & Omissions - EB T3 10 08/01/2008
Deductible Waiver - EB T3 07 08/01/2008

General Purpose Endorsement - BM T8 01
General Purpose Endorsement - BM T8 00
Energymax21 Equip Breakdown Protection - EB T1 00 08/01/2008
Energymax 21 Eb Table Of Contents - EB T0 01 02/01/2009
Energymax 21 Equip Breakdown Prot Decs - EB T0 00 08/01/2008
Exclusions (including but not limited to)
Electronic Vandalism
Underground Waste, Drainage or Sewer Piping
Underground Water Piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system

Cyber Liability

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Policy Term	1/1/2023 - 1/1/2024	1/1/2024 - 1/1/2025
Carrier	Houston Casualty Company	Houston Casualty Company
A.M. Best Rating	A++XV	A++XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payable within 20 Days of Binding	Payable within 20 Days of Binding
Payment Method	Agency Bill	Agency Bill
Premium & Exposures		
Premium	\$24,163.00	\$24,163.00
Surplus Lines Tax	\$876.89	\$876.89
Surplus Lines Filing Fee	\$36.54	\$36.54
Carrier Fees - Policy Fee	\$195.00	\$195.00
Minimum Type	None	None
Estimated Cost	\$25,271.43	\$25,271.43
Standard Coverages		
Multimedia Liability	\$1M/\$1M	\$1M/\$1M
Security and Privacy Liability	\$1M/\$1M	\$1M/\$1M
Privacy Regulatory Defense & Penalties	\$1M/\$1M	\$1M/\$1M
PCI DSS Liability	\$1M/\$1M	\$1M/\$1M
Bodily Injury Liability	\$250K/\$250K	\$250K/\$250K
Property Damage Liability	\$50K/\$50K	\$50K/\$50K
TCPA Defense Coverage	\$50K/\$50K	\$50K/\$50K
First Party Insuring Agreements		
Breach Event Costs	\$1M/\$1M	\$1M/\$1M
Post Breach Remediation Costs	\$25K/\$25K	\$25K/\$25K
BrandGuard	\$1M/\$1M	\$1M/\$1M
System Failure	\$1M/\$1M	\$1M/\$1M
Dependent System Failure	\$1M/\$1M	\$1M/\$1M
Cyber Extortion	\$1M/\$1M	\$1M/\$1M
Cyber Crime		
Financial Fraud Sublimit	\$50K/\$50K	\$50K/\$50K
Telecommunications and Utilities Fraud Sublimit	\$50K/\$50K	\$50K/\$50K
Phishing Fraud Sumblimits		
Your Phishing Fraud Loss Sublimit	\$50K/\$50K	\$50K/\$50K
Client Phishing Fraud Loss Sublimit	\$50K/\$50K	\$50K/\$50K
Aggregate Sublimit	\$50K	\$50K
Cyber Crime Aggregate (Combined)	\$50K	\$50K
Bricking Loss	\$1M/\$1M	\$1M/\$1M
Property Damage Loss	\$50K/\$50K	\$50K/\$50K
Reward Expenses	\$50K/\$50K	\$50K/\$50K
Court Attendance	\$25K/\$25K	\$25K/\$25K
Additional Defense Costs Limit	NIL	NIL

<i>Carrier Information</i>	<i>Expiring</i>	<i>Renewal Quote</i>
Breach Events Costs Outside the Limit of Enhancement	N/A	N/A
Deductibles/SIR		
Multimedia Liability	\$50,000	\$50,000
Security and Privacy Liability	\$50,000	\$50,000
Privacy Regulatory Defense & Penalties	\$50,000	\$50,000
PCI DSS Liability	\$50,000	\$50,000
Bodily Injury Liability	\$50,000	\$50,000
Property Damage Liability	\$50,000	\$50,000
TCPA Defense Coverage	\$50,000	\$50,000
Breach Event Costs	\$50,000	\$50,000
Post Breach Remediation Costs	\$50,000	\$50,000
BrandGuard		
Waiting Period	2 Weeks	2 Weeks
Period of Indemnity	6 Months	6 Months
System Failure		
Data Recovery	\$50,000	\$50,000
Non- Physical Business Income		
Waiting Period	8 Hours	8 Hours
Period of Restoration	6 Months	6 Months
Dependent System Failure		
Data Recovery	\$50,000	\$50,000
Non- Physical Business Income		
Waiting Period	12 Hours	12 Hours
Period of Restoration	4 Months	4 Months
Cyber Extortion	\$50,000	\$50,000
Cyber Crime	\$50,000	\$50,000
Bricking Loss	\$50,000	\$50,000
Property Damage Loss	\$50,000	\$50,000
Reward Expenses	\$50,000	\$50,000
Court Attendance Costs	None	None
Defense Limitations		
	Defense Limits are Inside the Limit of Liability	Defense Limits are Inside the Limit of Liability
Form Type		
Cyber Liability - Claims Made		Full Prior Acts
Definition Of Claim:		
Refer to policy form		
Claims Made Disclaimer:		
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.		

Endorsements (including but not limited to)
NGP1082-52020 Amendment of Other Insurance Provisions Excess Insurance
NGP1077-42020 Biometric Claims Sublimit A. Biometric Claims Sublimit: \$100,000 Each Biometric Claim /\$100,000 Aggregate B. Biometric Claims Deductible: To match option selected. C. None; Full Unknown Prior Acts.
NGP1078-52020 Nuclear Incident Exclusion
NGP1076-42020 Policyholder Disclosure Notice of Terrorism Insurance Coverage
NGP1075-42020 Service of Suit
NGP 1000 NetGuard Policy
Exclusions (including but not limited to)
Nuclear Incident

Package

Carrier Information	Expiring	Quote
Policy Term	N/A	1/1/2024 - 1/1/2025
Carrier		Safety National Casualty Corporation
Admitted/Non-Admitted		Admitted
A.M. Best Rating		A++XV
Payment Plan		Payable within 20 days of binding
Payment Method		Agency Bill
Premium & Exposures		
Premium		\$824,912.00
Minimum Type		None
Estimated Cost		\$824,912.00
TRIA		\$2,944 (Additional Premium)

Coverages

	Quote
Standard Coverages	
General Liability	\$5,000,000 Each Occurrence \$500,000 Damage to Premises Rented to You, Any One Premises
Employee Benefits Liability	\$5,000,000
Automobile Liability	\$5,000,000
Law Enforcement Liability	\$5,000,000
Public Officials and Employment Practices Liability	\$5,000,000
Deductibles/SIR	
General Liability	\$500,000
Automobile Liability	\$500,000
Law Enforcement Liability	\$500,000
POL/EPLI	\$250,000
Defense Limitations	
Defense Costs Inside the Retained Limit and Outside the Limits of Liability	
Form Type	
Retroactive Date	

Definition Of Claim:

Refer to policy.

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

PEERLL 00 00 12 22 Public Entity Excess Retained Limits Liability Insurance Policy

PE 33 00 12 22 NY Changes Transfer of Duties When a Limit of Insurance is Used Up
PE 231 00 12 22 NY NY Changes - Cancellation and Non Renewal
PE 121 00 12 22 Amendatory Endorsement
SNIL PN 002 31 12 22 NY Policyholders Notice-Claims Made
SNIL PN 003 31 12 22 NY Notice to and Acknowledgment by Policy holder Defense Costs within the Retained Limit
SNILP PN 004 31 12 22 NY Disclosure Notice to Policyholder NY Free Trade Zone
PE 10 00 02 22 Public Entity Excess Retained Limits Liability Insurance Policy Declarations
CP 99 03 05 19 Commercial Policy Cover
PN 99 02 02 09 Privacy Statement
IL P 001 01 04 "OFAC"
IL N 001 09 03 Fraud Statement
IL 10 06 12 08 Schedule of Forms and Endorsements
PE 006 00 31 12 22 NY Changes-Prior Acts Coverage
Exclusions (including but not limited to)
Failure to Supply
Bankruptcy or Insolvency
Any access to or disclosure of any a. person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, unpublished lists, financial information, credit card information, health information, biometric information concerning an individual's personal and behavioral characteristics, grades, testing or any other type of nonpublic information
The loss of, loss of use of, damage to, b. corruption of, inability to access, or inability to manipulate electronic data
Any failure, malfunction, error or problem c. in any electronic data network or computer system, or any related or component part, including but not limited to hardware and software, or any intrusion into, breach of or improper access to such a network or system
The actual, alleged or threatened a. presence of, exposure to, release or escape of electromagnetic fields at any time
Land Subsidence
Punitive, Exemplary, Multiplied Damages or Monetary Damages
Hazardous Properties of Nuclear Material
Nuclear Reactor
Pollutants or Property in which Pollutants are Contained are upset, overturned or damaged
War
The Telephone Consumer Protection Act a. (TCPA)
Any similar federal, state or local statute, d. ordinance or regulation, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
Law Enforcement Activities in the Course of Moonlighting
The unintentional discharge, dispersal, (3) seepage, migration, release or escape of fuels, lubricants or other operating fluids needed for or resulting from the normal electrical, hydraulic or mechanical functioning of mobile equipment, provided the fuels, lubricants, gases or other operating fluids are released directly from a vehicle part designed by its manufacturer to hold, store, receive or dispose of them;
Silica, Silica-Related Dust, or any Product or Materials Containing Silica or Silica-Related Dust
Fungi or Bacteria
Asbestos in any Form, Including Products or Materials Containing Lead
Unmanned Aircraft

Excess Liability

Carrier Information	Expiring	Renewal Quote
Policy Term	N/A	1/1/2024 - 1/1/2025
Carrier		Gemini Insurance Company
Admitted/Non-Admitted		Non-Admitted
A.M. Best Rating		A+XV
Payment Plan		Agency Bill
Payment Method		Payable Within 20 Days of Binding
Premium & Exposures		
Premium		\$380,000.00
Minimum Earned Premium		35%
Surplus Lines Tax		\$13,680.00
Surplus Lines Filing Fee		\$570.00
Estimated Annual Premium		\$394,250.00
TRIA		\$8,105.99 (Additional Premium)

Coverages

	Quote
Standard Coverages	
Each Occurrence, Accident, Act or Claim	\$5,000,000
Aggregate	\$5,000,000
Defense Limitations	
Defense Costs Outside the Limit of Liability	
Form Type	
Occurrence	
Underlying Schedule	
Auto Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/Self Insured Retention \$500,000
General Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Self Insured Retention \$500,000
Law Enforcement Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Self Insured Retention \$500,000
Public Officials and Employment Practices Liability	Safety National Casualty Corp 1/1/24-25 \$5,000,000 Each Occurrence/\$5,000,000 Aggregate Self Insured Retention \$250,000

Endorsements (including but not limited to)

XFP 4000 Berkley Public Entity Premier – Excess Liability Follow Form Policy Declarations
XFP 4002 Schedule of Forms and Endorsements

XFP 4003 Berkley Public Entity Premier Excess Liability Follow Form Policy
XFP 4200 Signatures
XFP 4204 Service of Suit
XFP Cap on Losses from Certified Acts of Terrorism
ILP 001 US Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
Loss Notice
Exclusions (including but not limited to)
Terrorism
Communicable Disease
Cyber Incident and Biometric Information
Perfluoroalkyl and Polyfluoroalkyl
Trade or Economic Sanctions

Premium Summary

The estimated program cost for the options are outlined in the following table:

<i>Line of Coverage</i>		<i>Expiring</i>	<i>Renewal Options</i>	
		Gemini Insurance Company	Gemini Insurance Company	
Package	Premium	\$953,521.00		
	Surplus Lines Tax	\$34,326.760		
	Surplus Filing Fee	\$1,430.28		
	Estimated Cost*	\$989,278.04		
	Change (\$)			
	Change (%)			
		Houston Casualty Company	Houston Casualty Company	Recommended Program
Cyber Liability	Premium	\$24,163.00	Premium	\$24,163.00
	Surplus Lines Tax	\$879.89	Surplus Lines Tax	\$879.89
	Surplus Filing Fee	\$36.53	Surplus Filing Fee	\$36.53
	Policy fee	\$195.00	Policy fee	\$195.00
	Estimated Cost*	\$25,271.43	Estimated Cost*	\$25,271.43
	Change (\$)		Change (\$)	\$0
			Change (%)	0%
		Zurich American Insurance Company	Zurich American Insurance Company	Recommended Quote
Property	Premium	\$96,996.00	Premium	\$119,943.00
	NY Fire Fee	\$1,087.26	NY Fire Fee	\$1,381.39
	Policy Fee	\$250.00	Policy Fee	\$250.00
	Estimated Cost*	\$100,295.01	Estimated Cost*	\$121,574.39
	Change (\$)		Change (\$)	\$21,279.40
	Change (%)		Change (%)	21%
			Exposure / TIV	\$120,294,058
		Evanston Insurance Company	Evanston Insurance Company	Recommended Quote
Environmental Liability	Premium	\$30,762.00	Premium	\$32,155.00
	Surplus Lines Tax	\$1,107.43	Surplus Lines Tax	\$1,175.78
	Surplus Filing Fee	\$46.14	Surplus Filing F	\$48.94
	Fee			\$500.00
	Estimated Cost*	\$31,915.57	Estimated Cost*	\$33,879.56
	Change (\$)		Change (\$)	\$1,963.99
			Change (%)	6%
		Associated Industries Insurance Co, Inc	Associated Industries Insurance Co, Inc	Recommended Quote
General Liability	Premium	\$30,000.00	Premium	\$40,000.00
	Surplus Lines Tax	\$1,080.00	Surplus Lines Tax	\$1,440.00
	Surplus Filing Fee	\$45.00	Surplus Filing Fee	\$60.00

Line of Coverage		Expiring	Renewal Options	
	RPS Fee	\$175.00	RPS Fee	\$200.00
	Inspection Fee	\$700.00	Inspection Fee	\$1,500.00
	Estimated Cost*	\$32,000.00	Estimated Cost*	\$42,825.00
	Exposure	33	Exposure	45
			Change (\$)	\$10,825.00
			Change (%)	34%
		ACE American Insurance Company	ACE American Insurance Company	
Public Officials Liability	Premium	\$32,397.00	Premium	\$38,637.00
	Estimated Cost*	\$32,397.00	Estimated Cost*	\$38,637.00
			Change (\$)	\$6,240.00
			Change (%)	19%
		Travelers Property Casualty Co of America	Travelers Property Casualty Co of America	Recommended Quote
Boiler & Machinery	Premium	\$10,180.00	Premium	\$13,985.00
	Estimated Cost*	\$10,180.00	Estimated Cost*	\$13,598.00
			Change (\$)	\$3,418.00
			Change (%)	33.58%
		N/A	Safety National Casualty Corporation	Recommended Quote
Package			Premium	\$824,912.00
			Estimated Cost*	\$824,912.00
		N/A	Gemini Insurance Company	Recommended Quote
Excess Liability			Premium	\$380,000.00
			Surplus Lines Tax	\$13,680.00
			Surplus Stamping Fee	\$570.00
			Estimated Cost*	\$394,250.00
Total Program Cost		\$1,221,337.05	Recommended Program	\$1,456,310.38

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

All quotes are valid until 01/01/24

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

Excess Liability Package

Cyber Liability

Property

Environmental Liability

General Liability

Public Officials Liability

Boiler & Machinery

Package

Excess Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
Gemini Insurance Company (W. R. Berkley Group)	Package	Payable within 20 days of Binding	Agency Bill
Houston Casualty Company (Tokio Marine Holdings, Inc.)	Cyber Liability	Payable within 20 Days of Binding	Agency Bill
Zurich American Insurance Company (Zurich Insurance Group Ltd)	Package	Payable within 20 Days of Binding	Agency Bill
Evanston Insurance Company (Markel Corporation Group)	Environmental Liability	Payable within 20 Days of Binding	Agency Bill
Associated Industries Insurance Co, Inc (AmTrust Group)	General Liability	Payable within 20 Days of Binding	Agency Bill
ACE American Insurance Company (Chubb Limited)	Public Officials Liability	Payable within 20 Days of Binding	Agency Bill
Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Equipment Breakdown	Payable within 20 Days of Binding	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Package	Payable within 20 days of binding	Agency Bill

Coinsurance Illustration

Coinsurance Formula:

Insurance Carried \div Insurance Required \times Loss - Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required =		\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)

\$800,000

(Insurance Required)

\times \$200,000 (Loss) - \$500 (Deductible) = \$99,500 Settlement

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we’d like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher’s services or the relationship governed by this Proposal (“Dispute”), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice (“Notice”) of the claim to the other party and to the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys’ fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years’ experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

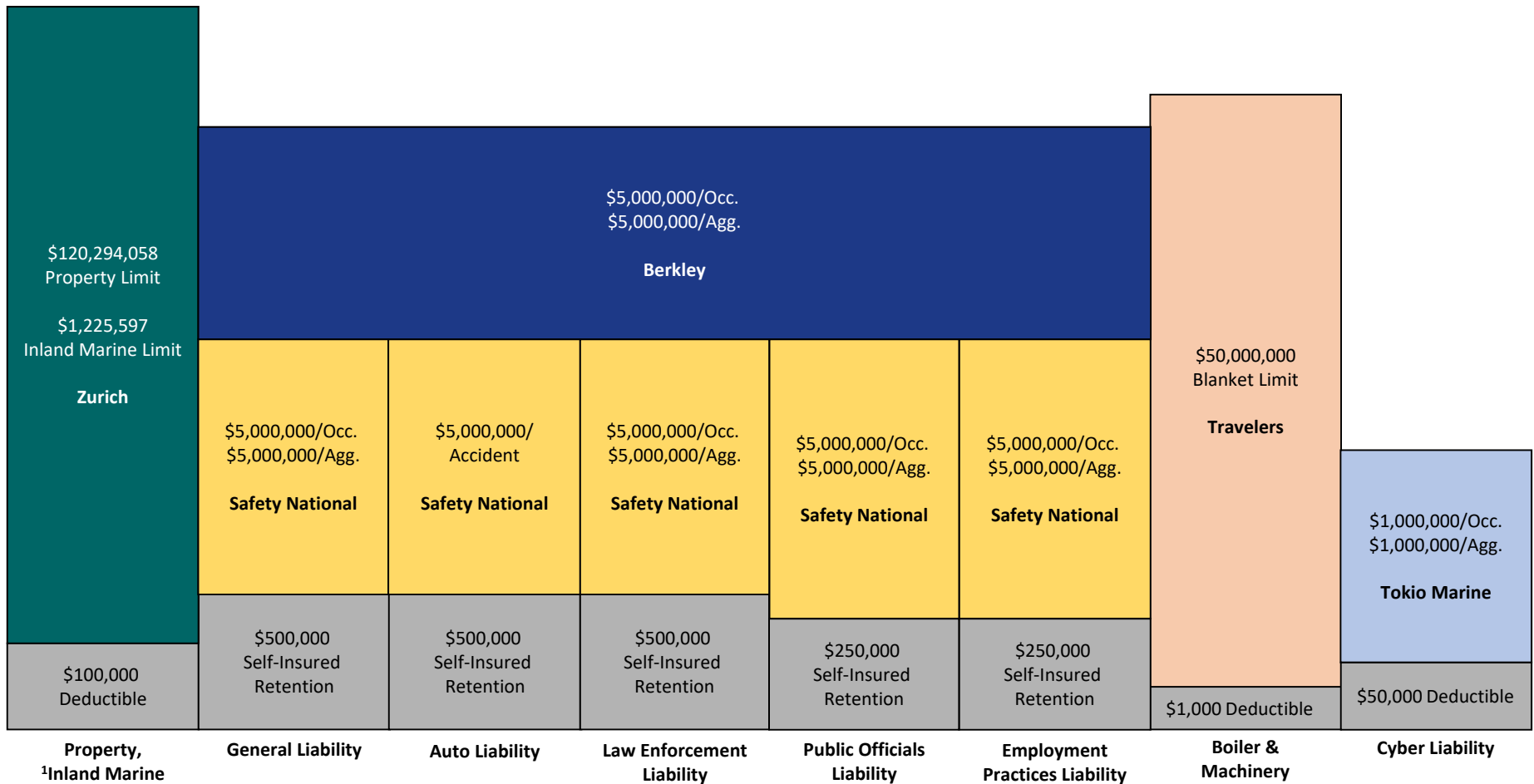
If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



CITY OF NEWBURGH – PROPERTY/LIABILITY INSURANCE PROGRAM STRUCTURE (OPTION 2)

1/1/24 – 1/1/25



PLEASE NOTE:

- Policies placed but not included above: Environmental Liability (Pollution), General Liability for REM Properties
- ¹Inland Marine deductible is \$50,000
- Flood & EQ limit is \$5,000,000

RESOLUTION NO.:_____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW A LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE IN CITY HALL
BILLED AT \$1,053.84 PER QUARTER FOR 60 MONTHS**

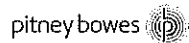
WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine in City Hall; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$1,053.84 for a period of 60 months with funding to be derived from A.1670.400; and

WHEREAS, entering into the renewal lease agreement will yield a savings of \$38.82 per quarter; and

WHEREAS, this Council has reviewed such lease agreement renewal and finds that the execution of such lease agreement renewal 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 lease agreement renewal with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by the City Council, to renew the lease agreement for the postage machine for City Hall.



State and Local LTOP Agreement

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
CITY OF NEWBURGH CITY HALL - COMPTROLLERS OFC			146002329
Sold-To: Address			
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Camile Mohammed	8455697326	0012431957	
Bill-To: Address			
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Robert Van Vlack	8455697395	0012431957	apinvoles@cityofnewburgh-ny.gov
Ship-To: Address			
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Camile Mohammed	8455697326	0012431957	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FS1	USPS Special Services Software
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APKG	SendPro P SendPro 360 Ship Access
1	APSA	Connect+ 145 LPM Speed
1	ERB1	eReturn Receipt Subscription - P Series
1	ERR1	E-Return Receipt Feature
1	F9DD	USPS Special Services Welcome Kit
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBA	MailCenter 1000
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV

1	MW90007	SendPro P Series Drop Stacker
1	MW92705	MailCenter 15in Display
1	SBDS	Barcode Scanner
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 351.28	\$ 1,053.84

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
 If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 7/23), which are available at <http://www.pb.com/statelocaltopterms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter

linda.pachter@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

RESOLUTION NO.:_____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW A LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE AT 123 GRAND STREET
BILLED AT \$257.43 PER QUARTER FOR 60 MONTHS**

WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine at 123 Grand Street; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$257.43 for a period of 60 months with funding to be derived from A.1670.400; and

WHEREAS, entering into the renewal lease agreement will yield an increase of \$24.69 per quarter; and

WHEREAS, this Council has reviewed such lease agreement renewal and finds that the execution of such lease agreement renewal 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 lease agreement renewal with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by the City Council, to renew the lease agreement for the postage machine for 123 Grand Street.

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF NEWBURGH CITY HALL COMPTROLLER OFFICE	146002329

Sold-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Camile Mohammed	8455697326	0015840942

Bill-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Robert Van Vlack	845 569 7395	0015840942	apinvoices@cityofnewburgh-ny.gov

Ship-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Camile Mohammed	8455697326	0015840942

PO#

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle

1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 85.81	\$ 257.43

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
(X) Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 7/23), which are available at <http://www.pb.com/state/local/fm/terms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter	linda.pachter@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

RESOLUTION NO.: _____-2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
BOYS AND GIRLS CLUB OF NEWBURGH, INC. TO THE PREMISES KNOWN AS
279 LIBERTY STREET (SECTION 18, BLOCK 5, LOT 8)**

WHEREAS, on November 13, 2015, the City of Newburgh conveyed property located at 279 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 8, to Boys and Girls Club of Newburgh, Inc.; and

WHEREAS, Kevin D. White, Chief Executive Officer for Boys and Girls Club of Newburgh, Inc., has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed with respect to 279 Liberty Street.

**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 279 Liberty Street, Section 18, Block 5, Lot 18 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 13, 2015, from THE CITY OF NEWBURGH to BOYS AND GIRLS CLUB OF NEWBURGH, INC., recorded in the Orange County Clerk's Office on November 18, 2015, in Liber 13973, Page 825 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 December 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.

Notary Public

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY KNOWN AS
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 9),
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 12), AND
BAY VIEW TERRACE (SECTION 49, BLOCK 1, LOT 7.1),
FROM PAULA JOSEPH, AS ADMINISTRATRIX OF THE ESTATE OF
MAURICE KESSLER, IN THE AMOUNT OF \$35,700.00**

WHEREAS, the City of Newburgh has an opportunity to purchase three (3) parcels of real property known as Quassaick Creek North (Section 47, Block 2, Lot 9 on the Orange County Tax Map), Quassaick Creek North (Section 47, Block 2, Lot 12 on the Orange County Tax Map), and Bay View Terrace (Section 49, Block 1, Lot 7.1 on the Orange County Tax Map) (collectively the “Property”); and

WHEREAS, acquisition of the Property will further the City’s compliance with a New York State Department of Environmental Conservation Consent Order to construct certain improvements to the combined sewer collection system in accordance with its Long Term CSO Control Plan to the extent that the future improvements related to the combined sewer collection system will require the infrastructure to be located partially or wholly on the Property; and

WHEREAS, access to the Holden Dam, Mill Street Bridge and other existing combined sewer infrastructure is limited due to topography, waterbodies, and railroad infrastructure within this corridor, and acquisition of the Property will facilitate improved access to existing City-owned infrastructure; and

WHEREAS, the City has determined the Quassaick Creek to be a critical environmental and recreational corridor, the City has partnered with local organizations to undertake a Quassaick Creek Trail feasibility study, and potential future improvements related to a Quassaick Creek Trail would require infrastructure and/or trail access to be located partially or wholly on the Property; and

WHEREAS, the current owner of the Property, Paula Joseph, in her capacity as Administratrix for the Estate of Maurice Kessler, and the City have negotiated a purchase price for the Property in the amount of \$35,700.00; and

WHEREAS, funding for the purchase will be derived from H1.8660.0200.0000.000; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to purchase said Property from the seller for the sum as outlined herein, and upon substantially the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Council approves the proposed Purchase and Sale Agreement in substantially the same form annexed hereto and make part hereof, for the sum of thirty-five thousand seven hundred and 00/100 dollars (\$35,700.00), plus the necessary costs related to the transfer of title, including but not limited to recording fees, title search fees, and apportioned taxes, if any; and

BE IT FURTHER RESOLVED, that in order to effectuate the purchase of the Property, the City Manager is hereby authorized and empowered to execute the proposed Purchase and Sale Agreement in substantially the same form and substance as that attached hereto and made a part hereof, and to take any other action and sign any other documents as may be necessary to effectuate and complete the transfer of title to the Property to the City of Newburgh.

PURCHASE AND SALE AGREEMENT
(Quassaick Creek Properties (3 total), Newburgh, New York)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2023 (the “**Effective Date**”), by and between **PAULA JOSEPH, AS ADMINISTATRIX OF THE ESTATE OF MAURICE KESSLER**, with an address of _____ (“**Seller**”), and **THE CITY OF NEWBURGH**, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 (“**Buyer**”).

AGREEMENT

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Property.** Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller the following described property:

(a) The certain tracts of land located in Orange County, New York, more particularly described on **Exhibit “A”**, together with all buildings and other improvements located thereon (to the extent owned by Seller), and together with all appurtenances, rights, easements, rights of way, tenements and hereditaments incident thereto and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, open, closed or proposed, in front of or adjoining such property (collectively, the “**Property**”).

2. **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be **THIRTY-FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$35,700.00)**, plus or minus prorations as provided herein. The Purchase Price shall be paid to Seller by municipal check at Closing.

3. **Intentionally Deleted.**

4. **Due Diligence Period; Inspection.**

(a) At all reasonable times during the Due Diligence Period (unless otherwise specified), Buyer, its agents, employees, designees, representatives and contractors (collectively, the “**Buyer Parties**”), at Buyer’s sole cost and expense, shall have the right to enter upon the Real Property and improvements, at its own risk, cost and expense, at any time during normal business hours (i.e. Monday through Friday from 9:00 a.m. to 5:00 p.m. – federal holidays excepted) upon not less than forty-eight (48) hours’ prior notice to Seller, to perform all such non-invasive tests, inspections and examinations of the Real Property as Buyer deems advisable, including soil and ground water tests, Phase I environmental site assessments, examination of the structure of the improvements and tests

of the improvement systems. Buyer shall, at Buyer's sole cost and expense, restore any damage or destruction to the Property occurring as a result of any act or omission of Buyer or its agents by reason of such tests, studies or investigations (recognizing that mere disclosure of existing conditions shall not give rise to any obligation of Buyer hereunder). Notwithstanding the foregoing, Buyer must obtain Seller's prior written approval of the scope and method of any environmental testing or investigation (other than a non-intrusive Phase I environmental inspection) and any inspection which would materially alter the physical condition of the Property, prior to Buyer's commencement of such inspections or testing, which consent shall not be unreasonably withheld. In any event, Seller and its representatives, agents, and/or contractors shall have the right to be present during any of the Buyer investigations, which representatives shall be made reasonably available for such purposes. Before and during Buyer's investigations, any third-party representatives acting on Buyer's behalf who are not directly employed by Buyer, including engineers, contractors and environmental consultants (collectively, the "**Buyer Representatives**"), conducting any Buyer investigation shall maintain workers' compensation insurance in accordance with applicable law, and the applicable Buyer Representative conducting any Buyer investigation, shall maintain (1) commercial general liability insurance, on a per occurrence basis, with limits of at least One Million Dollars (\$1,000,000.00) for bodily or personal injury or death, (2) property damage insurance in the amount of at least Two Hundred Thousand Dollars (\$200,000.00), and (3) contractual liability insurance, on a per occurrence basis, with respect to Buyer's obligations under this Section 4(a). Buyer shall deliver to Seller evidence of such workers' compensation insurance and a certificate evidencing the commercial general liability, property damage and contractual liability insurance before conducting any Buyer investigation on the Property. Such insurance policies shall name as additional insureds Seller and its property manager and such other parties holding insurable interests as Seller may designate. Such insurance shall be primary to any insurance maintained by Seller or Seller's property manager.

(b) All information made available by Seller to Buyer in accordance with this Agreement or obtained by Buyer in the course of its inspections shall be treated as confidential information by Buyer, and, prior to the purchase of the Property by Buyer, Buyer shall use commercially reasonable efforts to prevent its agents, consultants and contractors from divulging such information to any unrelated third parties except as reasonably necessary to third parties engaged by Buyer for the limited purpose of analyzing and investigating such information for the purpose of consummating the transaction contemplated by this Agreement. The provisions of this Section 4(c) shall survive the Closing, termination, or expiration of this Agreement.

5. Title. Buyer may elect to notify Seller of any Title Objections (as defined below) in accordance with the provisions of this Section 5.

(a) Promptly after the Effective Date, Buyer shall obtain a title commitment (the "**Title Commitment**") for the Real Property issued by any title insurance company licensed in New York State (the "**Title Company**") in the amount of the Purchase Price. Promptly after the Effective Date, Buyer shall order a new ALTA/NSPS survey or update

to an existing ALTA survey for the Real Property (such new survey or update, the “**Survey**”). On or prior to the date thirty (30) days after the Effective Date, Buyer (x) shall furnish Seller with a copy of the Title Commitment and the Survey, assuming such Title Commitment and Survey are available to Buyer, and (y) may deliver written notice to Seller (the “**Objection Notice**”) of any matters reported in the Title Commitment or the Survey to which Buyer objects (such matters, the “**Title Objections**”).

(b) Within five (5) business days after receipt of the Objection Notice, Seller may deliver written notice to Buyer identifying which Title Objections (other than Monetary Liens (as defined hereinbelow)) Seller shall undertake to cure or not cure (“**Seller’s Response**”); provided, however, that, except with respect to liens secured by security deeds or deeds to secure debt encumbering the Property entered into or assumed by Seller, mechanics’ liens caused by Seller, judgment liens against Seller, and delinquent taxes (collectively, “**Monetary Liens**”), which Seller agrees to cause to be removed on or before the Closing Date, Seller shall have no obligation to expend any funds or to cure or agree to cure any Title Objections. If (i) Seller does not deliver a Seller’s Response within said five (5) business day period or (ii) Seller’s Response does not indicate that Seller agrees to cure each and every Title Objection raised in an Objection Notice, then Buyer may, at its option, either (1) terminate this Agreement prior to the Closing Date, or (2) agree to accept any remaining uncured Title Objections (other than Monetary Liens). If Seller’s Response indicates that Seller agrees to cure one or more Title Objections, but Seller fails to cure, on or prior to Closing, any one or more of the Title Objections (other than Monetary Liens) that it has agreed to cure, then Buyer may, at its option, (x) terminate this Agreement on or prior to the Closing Date, or (y) proceed to Closing and accept title as it is then without adjustment to the Purchase Price. Notwithstanding anything to the contrary set forth herein, if, prior to Closing, Seller fails to cure all Monetary Liens, then Buyer may terminate this Agreement.

(c) Until the Closing Date, Buyer shall have the right to have title updated from time to time, and shall have the right to provide Seller with written notice of its objections to any matters affecting title arising after the effective date of the Title Commitment or any updates thereof that, in Buyer’s sole but reasonable discretion, materially and adversely affect the Property (each, a “**Gap Title Objection**”). If, on or prior to Closing, Seller fails to cure any Gap Title Objection, then Buyer shall have the right to elect one of the options set forth in (x) or (y) of Section 5(b) above. For purposes of this Agreement, curing a Title Objection or a Gap Title Objection may include obtaining affirmative title coverage insuring against loss or damage arising from such objection, together with, if so required by Buyer, a written agreement to provide the same insurance to Buyer’s successors-in-title.

(d) If this Agreement is terminated by Buyer pursuant to this Section 5, and neither party shall have any further liability to the other under this Agreement.

(e) “**Permitted Exceptions**” shall mean: (i) all matters of title that are shown as exceptions in the Title Commitment and which do not constitute Title Objections or that are Title Objections that Seller elects, or is deemed to have elected, not to cure, but despite

which, Buyer nevertheless elects to close pursuant to Section 5(b)(2) above; (ii) taxes for the year of Closing, not yet due and payable.

6. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) Seller is the Administratrix of The Estate of Maurice Kessler. Seller has the power and is authorized to enter into this Agreement and consummate the sale of the Property.

(b) There are no pending or, to Seller's actual knowledge, threatened, judicial, municipal, or administrative proceedings affecting Seller or any portion of the Property (including condemnation proceedings) or affecting Seller's right to sell any portion of the Property, with the exception of the pending estate proceeding for Maurice Kessler.

(c) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to Seller's actual knowledge, threatened, against Seller, nor are any of such proceedings contemplated by Seller.

(d) Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.

7. As-is. **BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT WITH RESPECT TO THE REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS AND OBLIGATIONS OF SELLER SET FORTH IN THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS DELIVERED BY SELLER (COLLECTIVELY, THE "SELLER UNDERTAKINGS"), SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY.** If a search discloses violations of law or municipal ordinances, orders or requirements noted in or issued by departments of housing, building, fire, labor, health or other state or municipal departments having jurisdiction over the premises, the seller shall be given a reasonable opportunity to correct same, or in lieu thereof, the seller may cancel this contract by refunding the down payment, unless the purchaser is willing to accept the premises subject to such violation or violations.

8. Seller's Covenants. Seller covenants and agrees to the following with Buyer, so long as this Agreement has not been terminated pursuant to the provisions hereof, Seller shall not (i) mortgage, pledge or subject the Property or any part thereof to a lien or other encumbrance; (ii) knowingly take any action that allows any mechanics' or materialmen's

lien to attach against the Real Property; (iii) knowingly cause or permit to be placed or recorded any document affecting title to any portion of the Real Property except as contemplated by this Agreement; (iv) subject any portion of the Property to any option contract, sales contract, lease or any other agreement pursuant to which any party shall have any right to occupy or use any portion of the Property without the prior written consent of Buyer; (v) knowingly enter into any contract or other undertaking with respect to the Property, or any portion thereof, which will survive the Closing or otherwise affect the use, operation or enjoyment of any portion of the Property after the Closing.

9. Buyer's Covenant. Buyer covenants and agrees to promptly notify Seller if at any time Buyer learns that any of the conditions to Buyer's obligations under this Agreement are not capable of being satisfied on or before the Closing Date even though the time by which such condition is required to be satisfied may not have elapsed.

10. Closing. The closing ("**Closing**") shall be held by escrow through the offices of Title Company, or some other mutually agreeable setting between Buyer and Seller on or about sixty (60) days after the Effective Date (the "**Closing Date**").

(a) Seller's Deliveries. Seller shall execute, as appropriate, and deliver to the Title Company at Closing:

i. Deed. An Administrator's deed (the "**Deed**") to the Real Property and improvements, duly executed and acknowledged by Seller conveying good, marketable fee simple title to the Real Property, with appropriate TP-584 and RP-5217 transfer documents.

ii. Seller's Affidavit. A Seller's lien affidavit as customarily required by title companies.

iii. FIRPTA Affidavit. An affidavit pursuant to Internal Revenue Code requirements certifying that Seller is not a "foreign person" pursuant to Section 1445 of the Internal Revenue Code.

iv. 1099-S Form. A 1099-S form containing all information necessary to complete Internal Revenue Service Form 1099-S.

v. Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.

vi. Other Documents. All other documentation as may be reasonably required by the parties and Buyer's Title Company hereto to carry out the terms, covenants, conditions and intent of this Agreement.

(b) Buyer's Deliveries. Buyer shall execute, as appropriate, and deliver to the Title Company at Closing:

i. Purchase Price. At Closing, Buyer shall deliver to Seller through the Title Company municipal check or wire transfer of funds in the amount of the Purchase Price.

ii. Closing Statement. The Closing Statement.

iii. Other Documents. All other documentation as may be reasonably required by the parties hereto to carry out the terms, covenants, conditions and intent of this Agreement.

(c) Property Charges. All real estate taxes and assessments, water charges, sewer charges and similar expenses relating to the Real Property shall be prorated as of the Closing Date, as set forth in this Section 10(c).

i. Taxes. All real estate taxes imposed by any governmental authority (“**Taxes**”) for the tax year in which the Closing occurs and all prior tax years shall be prorated between Seller and Buyer as of the Closing on an accrual basis, such that Seller shall be responsible for all Taxes attributable to the period prior to Closing and Buyer shall be responsible for all Taxes attributable to the period from and after Closing. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Taxes shall be prorated for such calendar year or other applicable tax period based upon the prior year’s tax bill.

ii. Personal property taxes, installment payments of special assessment liens, vault charges, sewer charges, utility charges and normally prorated operating expenses actually paid or payable as of the Closing Date shall be prorated as of the Closing Date and adjusted against the Purchase Price.

iii. All prorations shall be made based on the number of calendar days in such year or month, as the case may be. The provisions of this Section 10(c) shall survive the Closing.

(d) Closing Costs; Attorney’s Fees. Seller shall pay (i) the cost of any transfer tax due upon the recordation of the Deed. Buyer shall pay (i) all costs and expenses associated with the title, including the cost of title examination and commitment, the cost of any title insurance policy, (ii) the costs of any survey, environmental report, and all due diligence activities, (iii) recording fees for the Deed, and (iv) any escrow or closing fees charged by the Title Company. Each party shall pay its own attorneys’ fees.

11. Possession. Possession of the Property shall be delivered as of the Closing Date, free and clear of all tenancies, and all improvements shall be in substantially the same condition as exists as of the date hereof.

12. Condemnation. In the event that any eminent domain proceeding affecting the Real Property, or any part thereof is threatened or actually commenced by a governmental body having the power of eminent domain (a “**Condemnation**”), Seller shall promptly give Buyer written notice thereof. In the event any material portion of the Real Property is threatened to be taken or is actually taken as a result of a Condemnation, Buyer shall have the option: (i) to receive the award resulting from the Condemnation, in which event, such award shall be paid (or if not then received, the right to the award shall be assigned) to Buyer, and this transaction shall be closed in the same manner as if no such Condemnation or other taking shall have occurred; or (ii) to terminate this Agreement, in which event neither party shall have any further obligation to the other hereunder.

13. Insurance, Risk of Loss. If all or any portion of the improvements on the Real Property are destroyed or damaged by fire or other casualty prior to Closing, Seller shall give Buyer prompt notice thereof. General Obligations Law §5-1311 shall apply.

14. Seller’s Default. If Seller shall be in breach of or shall fail or refuse to perform this Agreement, Buyer may elect, as its sole remedy, to either (a) terminate this Agreement.. In no event shall Buyer be entitled to pursue an action for damages of any kind or nature against Seller as a result of a Seller default. The provisions of the immediately preceding sentence shall survive any termination of this Agreement.

15. Buyer’s Default. If Buyer shall be in breach of or shall fail or refuse to perform this Agreement, Seller may elect to either (a) terminate this Agreement.

16. Intentionally Omitted.

17. Survival of Covenants, Representations and Warranties. All statements contained in this Agreement or in any certificate or other instrument delivered by or on behalf of Seller pursuant hereto or in connection with the Closing shall be deemed a covenant, representation and warranty by Seller. Unless otherwise specified herein, all covenants, representations and warranties made by Seller shall not survive the Closing.

18. Assignment. Neither party may assign its interest in this Agreement without the prior written consent of the other party. No permitted assignment will limit or eliminate any of the parties obligations under this Agreement in any manner, and the assignment must provide that assignor and assignee will become jointly and severally liable for all of the assignor’s obligations hereunder up to the Closing Date, but not after the Closing if the Closing occurs.

19. Notices. All notices, requests or other communications under this Agreement shall be in writing and shall be (a) delivered in person, or (b) sent by registered or certified mail, return receipt requested, postage prepaid, or (c) sent by email transmission, in each case addressed to the respective parties hereto as follows:

Seller: Yvette V. Dudley, Esq.
Yvette Dudley Law Group P.C.
219-03 Merrick Boulevard, 2nd Floor
Springfield Gardens, New York 11413
Email: yvetted@dudleynyc.com

Buyer: City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550
Email: jkaufman@cityofnewburgh-ny.gov

Notices shall be deemed effective (i) if sent by certified mail, upon receipt, or (ii) in the case of delivery, upon delivery to the specified address, or (iii) if sent by email transmission, when sent. Addresses may be changed by notice given pursuant to this provision. Notices given by the attorney for Buyer or Seller shall be as effective as if such notice was given by the party represented.

20. Attorneys' Fees. The prevailing party in any litigation relating to this Agreement shall not be entitled to recover reasonable attorneys' fees from the losing party.

21. Intentionally Omitted.

22. Time of Essence. Not applicable.

23. No Personal Liability. No constituent member, manager, limited partner, officer, director or shareholder in or agent of Seller, nor any advisor, trustee, employee, beneficiary, participant, representative or agent of Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

24. Confidentiality. The parties shall keep the terms of this Agreement confidential (and Buyer shall keep information it learns about the Property confidential) and shall not disclose such terms and, in the case of Buyer, information, to any other parties without the other party's prior written consent, which consent shall be in each party's sole discretion; provided, however, that each party may, without obtaining such prior written consent, make such disclosures as may be required by applicable laws or agreements by which such party is bound, and to each such party's managers, members, officers, lenders, employees, attorneys, accountants, appraisers, insurance advisors, consultants and similar third party professionals.

25. No Recording. The parties hereto agree that neither this Agreement nor any memorandum or notice hereof shall be recorded.

26. Miscellaneous. This Agreement shall be governed by, construed and enforced under the laws of the State of New York, with venue being a court of competent jurisdiction in Orange County, New York. This Agreement sets forth the entire agreement and understanding between the parties with respect to the contemplated transactions and supersedes all prior agreements, arrangements and understandings. Failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the provision. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement. Any change to this Agreement shall be made only in writing executed by the party sought to be charged thereby. The captions and section headings are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

WITNESS the following signatures and seals to the Agreement:

SELLER:

**PAULA JOSEPH, as Administratrix
Estate of Maurice Kessler**

BUYER:

CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager
Per: Resolution No.: _____-2023

EXHIBIT “A”

Property Description

1. Quassaick Creek North (no e911 numeric), Section 47, Block 2, Lot 9 on the Tax Map of the City of Newburgh.
2. Quassaick Creek North (no e911 numeric), Section 47, Block 2, Lot 12 on the Tax Map of the City of Newburgh.
3. Bay View Terrace (no e911 numeric), Section 49, Block 1, Lot 7.1 on the Tax Map of the City of Newburgh.

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AMENDING RESOLUTION NO. 81-2023 OF MAY 8, 2023
RE-AUTHORIZING AND RE-ALLOCATING \$200,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE CITY OF NEWBURGH SMALL BUSINESS ASSISTANCE GRANT PROGRAM
TO PROVIDE GRANT AWARDS THE AMOUNT OF \$10,000.00**

WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act of 2021 (ARPA) which includes Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds), providing federal payments to all state, local, tribal, and territorial governments in the United States that recipients may use, among other approved uses, to make necessary investments in water and sewer infrastructure; and

WHEREAS, by Resolution No. 81, 2023 of May 8, 2023, the City Council of the City of Newburgh allocated \$200,000.00 of ARPA funds received to the City of Newburgh Small Business Assistance Grant Program to respond to the negative economic impacts of the COVID-19 public health emergency by focusing on the needs of for-profit small businesses within City limits by providing grant awards of up to \$5,000 to help businesses keep their doors open, protect local jobs, support community recovery, and increase resiliency is in the best interests of the City of Newburgh; and

WHEREAS, the City of Newburgh found that eligible applicants provided documented financial losses that exceeded the original maximum grant award of \$5,000.00 and has determined that supporting disproportionately impacted small businesses experiencing more severe economic outcomes during the pandemic supports increasing the amount of the grant awards to \$10,000.00; the same being in the best interests of the City of Newburgh and its economic development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 81-2023 of May 8, 2023 be and is hereby amended and that the City Manager of the City of Newburgh be and he is hereby authorized to allocate \$200,000.00 of American Rescue Plan Act of 2021 funds to the City of Newburgh Small Business Assistance Grant Program to provide grant awards in the amount of \$10,000.00 and further authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the Small Business Assistance Grant Program funded thereby.

RESOLUTION NO.: 81 - 2023

OF

MAY 8, 2023

A RESOLUTION AUTHORIZING AND ALLOCATING \$200,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE CITY OF NEWBURGH SMALL BUSINESS ASSISTANCE GRANT PROGRAM

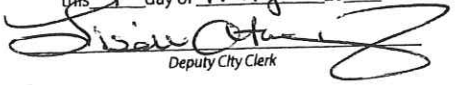
WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act of 2021 (ARPA) which includes Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds), providing federal payments to all state, local, tribal, and territorial governments in the United States that recipients may use, among other approved uses, to make necessary investments in water and sewer infrastructure; and

WHEREAS, the City of Newburgh proposes to allocate \$200,000.00 of ARPA funds received to the City of Newburgh Small Business Assistance Grant Program; and

WHEREAS, the City Council finds that authorizing and allocating \$200,000.00 of ARPA funds to respond to the negative economic impacts of the COVID-19 public health emergency by focusing on the needs of for-profit small businesses within City limits by providing grant awards of up to \$5,000 to help businesses keep their doors open, protect local jobs, support community recovery, and increase resiliency is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to allocate \$200,000.00 of American Rescue Plan Act of 2021 funds to the City of Newburgh Small Business Assistance Grant Program; and that the City Manager is authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the Small Business Assistance Grant Program funded thereby.

I, Lisette Acosta-Ramirez, 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 May 8th, 2023 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh
this 9th day of May 2023

Deputy City Clerk

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AMENDMENT NO. 1 TO CONTRACT NO. C012469 WITH THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
FOR REIMBURSEMENT OF ADDITIONAL COSTS INCURRED BY
THE CITY OF NEWBURGH
AS A RESULT OF PROVIDING AN ALTERNATE SOURCE OF DRINKING WATER**

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level; and

WHEREAS, there is a continuing need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized Contract No. C010219 with the New York State Department of Environmental Conservation (DEC) for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, and by Resolution No. 326-2017 of November 27, 2017, Resolution No. 227-2018 of August 13, 2018, and Resolution No. 57-2021 of March 22, 2021, the City Council authorized Amendments No. 1, No. 2 and No. 3 to Contract No. C010219 because the need for the temporary alternate source of drinking water extended past the original end date of Contract No. C010219; and

WHEREAS, by Resolution No. 58-2021 of March 22, 2021, the City Council authorized Contract No. C011789 with the DEC for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct, and by Resolution No. 198-2022 of August 8, 2022 and by Resolution No. 164-2023 of August 14, 2023, the City Council authorized Amendments No. 1 and No. 2 to Contract C011789 because the need for the temporary alternate source of drinking water was anticipated to extend past the expiration of the terms of Amendments No. 1, No. 2, and No. 3 to Contract No. C010219; and

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water, the City of Newburgh has incurred and continues to incur additional costs over and above the actual cost of Catskill Aqueduct water; and

WHEREAS, by Resolution No. 105-2017 of April 24, 2017, the City Council authorized Contract No. C010563 with the DEC for reimbursement of the additional expenses incurred by the

City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the Catskill Aqueduct not covered by Contract No. C010219, and by Resolution No. 137-2018 of May 29, 2018 and Resolution No. 116-2021 of May 10, 2021, the City Council authorized Amendment No. 1 and No. 2 to Contract No. C010563, extending the term and the reimbursement amount of the contract; and

WHEREAS, by Resolution No. 31-2022 of February 14, 2022, the City Council authorized Contract No. C012469 for reimbursement of those additional costs because the continuing need of the City to provide a temporary alternate source of drinking water was anticipated to extend past the terms of Amendment No. 1 and No. 2 to Contract No. C010563; and

WHEREAS, the need to for the temporary alternate source of drinking water is anticipated to extend past the original end date of Contract No. C012469 and the parties have determined that extending the term of Contract No. C012469 and increasing the funding for reimbursement of the additional expenses incurred by the City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the Catskill Aqueduct not covered by Contract No. C010219 and Contract No. C011789 is necessary, appropriate, and in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into Amendment No. 1 to Contract No. C012469 with the New York State Department of Environmental Conservation for continuing reimbursement of the additional expenses incurred by the City of Newburgh associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct not covered by Contract No. C010219 and Contract No. C011789.

AMENDMENT TO CONTRACT

between

CITY OF NEWBURGH

and

STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THIS AMENDMENT, entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233 and the City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh, New York 12550 is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C012469 which said Contract the parties now desire to extend; and

WHEREAS, perfluorooctane sulfonic acid (PFOS) has continued to be detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and

WHEREAS, in order to provide a temporary alternate source of drinking water to residents of Newburgh; Newburgh has accessed New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, as a result of the necessity to obtain the alternate source of drinking water Newburgh has incurred additional costs over and above the payment of the actual cost of the drinking water; and

WHEREAS, there is a need to continue to provide for the repayment of the expenses of the City of Newburgh associated with the additional allowable costs; and

WHEREAS, the Contract provides for amending and extending the Contracts in Article 3.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Article 3 Term is revised by extending the date of the Contract from May 31, 2022, to May 31, 2024.

2. Article 2.A Payment is revised to increase the not to exceed amount payable under this Contract by \$850,000 for a new not to exceed amount payable of \$1,328,384.95.
3. Appendix A dated October 2019 is hereby deleted, and a new Appendix A dated June 2023 is attached hereto.
4. All other terms and conditions of Contract C012469 will remain in full force and effect.

SIGNATURE PAGE
Contract C012469

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Department Certification: "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

NEWBURGH SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name:	Print Name: Nancy Lussier
Title:	Title: Director, Management & Budget Services
Dated:	Dated:

Newburgh Acknowledgement

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ATTORNEY GENERAL SIGNATURE	COMPTROLLER SIGNATURE
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Approved as to Form:	Approved: Thomas P. DiNapoli State Comptroller
Dated:	Dated:

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: _____ - 2023

OF

DECEMBER 11, 2023

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 8, 2024
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 240 ENTITLED “RENTAL PROPERTIES” OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH TO ADD ARTICLE I, RENTAL LICENSES, AND
ARTICLE II, TENANT RESPONSIBILITY FOR MAINTENANCE**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law amending Chapter 240 entitled ‘Rental Properties’ of the Code of Ordinances of the City of Newburgh to add Article I, Rental Licenses, and Article II, Tenant Responsibility for Maintenance; 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 8th day of January, 2024, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2024

OF

_____, 2024

**A LOCAL LAW AMENDING CHAPTER 240 ENTITLED “RENTAL PROPERTIES”
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD ARTICLE I, RENTAL LICENSES, AND ARTICLE II,
TENANT RESPONSIBILITY FOR MAINTENANCE**

BE IT ENACTED by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add Article I, Rental Licenses, and Article II, Tenant Responsibility for Maintenance, of Chapter 240 entitled “Rental Properties”.

SECTION 1. Title

This Local Law shall be referred to as “A Local Law amending Chapter 240 entitled ‘Rental Properties’ of the Code of Ordinances of the City of Newburgh to add Article I, Rental Licenses, and Article II, Tenant Responsibility for Maintenance”.

SECTION 2. Purpose and Intent

On October 25, 2023, Governor Hochul signed into law, and codified in Chapter 579 of the Laws of New York 2023, an amendment to Real Property Actions and Proceedings Law Section 741 adding new subsection (7) providing that in the City of Newburgh where the premises from which removal is sought is subject to a local law requiring the registration of said premises as a condition of legal rental, allege proof of compliance with such local law. The primary purpose of this local law is to give effect to that amendment by requiring registration of rental properties and making such registration subject to a local law.

SECTION 3. Amendment

Chapter 240 of the Code of Ordinances of the City of Newburgh is hereby amended to add the following Article I, Rental Properties, and Article II, Tenant Responsibility for Maintenance, to read as follows:

Article I Rental Licenses

§ 240-1 Findings and purpose.

The City Council has determined that there exists in the City of Newburgh a significant number of non-owner-occupied rental units. Non-owner occupants are less able to maintain daily oversight of

their properties to ensure compliance with applicable laws, rules, and regulations. The City Council finds that the registration of rental properties is intended to and will ensure the protection of persons and property in all existing rental structures and on all premises required to be registered under this chapter. Further, the registration of rental properties will ensure that rental property owners adhere to applicable code provisions governing the use and maintenance of rental properties, including provisions limiting the maximum occupancy for which a rental property can be certified. It is the purpose of this chapter to protect the health, safety, and welfare of the residents of the City of Newburgh, as well as to protect the City's housing stock from deterioration by establishing a program for registering and identifying residential rental properties and for determining the responsibilities of owners of residential rental properties.

§ 240-2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

AGENT

Any person who has charge, care, or control of a building, or part thereof, in which rental dwelling units or rooming units are let.

BUILDING

A combination of materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals, or property.

CODE

The City of Newburgh Code of Ordinances and the New York State Uniform Fire Prevention and Building Code.

DWELLING

A building used in whole or part for residential uses.

DWELLING UNIT

A single unit providing complete, independent, law-compliant living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

MUNICIPAL OFFICER

The Fire Chief, Code Compliance Supervisor, Building Inspector, or other such official within the Fire Department or the Bureau of Code Compliance as may be designated in writing.

OWNER

Any individual or individuals, limited liability company, partnership, or corporation or any similar type of business organization, whether for profit or otherwise, in whose name title to a building stands, including a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent, or any other person, firm, or corporation directly or indirectly in control of the property. Each, any, and all such persons shall have a joint and severable obligation for compliance with the provisions of this chapter.

OWNER-OCCUPIED DWELLING

A dwelling occupied by an individual owner or by members of his or her family on a nonrental basis. For the purposes of this chapter, "owner-occupied" shall not include any building owned by a limited liability company, partnership, corporation, or any similar type of business organization, including, but not limited to, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or agent.

RENTAL PROPERTY

All buildings that contain a dwelling unit or a rooming unit that is rented, leased, let, or hired out to be occupied for residential or mixed use (commercial-residential) and are not owner-occupied.

ROOMING UNIT

Any furnished room for rent within a building and forming a single sleeping space.

TENANT

A person, not the legal owner of record, occupying or in possession or control of a dwelling, dwelling unit or a rooming unit.

§ 240-3 Rental license process.

- A. The owner of any rental property as defined herein shall within 30 days after assuming ownership of a rental property submit a rental license application for such rental property with the municipal officer on forms provided for that purpose by the municipal officer along with any fees required by Chapter 163. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.
- B. Each rental property having a separate section block and lot number shall be registered separately.
- C. The license rental application shall include the information required under § 240-4, as well as any additional information that the Municipal Officer may reasonably require.

- D. It shall be unlawful for any owner to offer any unit for rent or to rent any dwelling unit or to allow any dwelling unit to be occupied without having first received a rental license pursuant to this chapter as required herein within the time prescribed for such registration. Failure to receive notice of the rental license deadline will not excuse failure to receive a rental license for a rental property. It is the responsibility of the owner to fulfill the requirements of this article.
- E. No initial rental license or a rental license renewal shall be issued until the Municipal Officer has determined that the property is in compliance with the Code. Such determination shall be based on an inspection as described in § 240-6, provided that if the owner does not consent to such inspection and no inspection has been performed pursuant to search warrant, the owner shall, in the alternative, submit a certification by a licensed professional engineer that the subject property is in compliance with said the Codes, and in which case such certification shall be made on a form prescribed by the City of Newburgh Bureau of Code Compliance and reviewed by a Municipal Officer to determine compliance.
- F. If the rental license application is incomplete or the applicant does not meet the requirements of the licensing process within 120 days of the submittal date, the application will be deemed canceled and an owner shall be required to file a new application and pay a new application fee
- G. Except as provided in § 240-13, the rental license shall remain valid for one year from the date of issue. The owner shall be required to renew the rental license annually and shall pay a fee in the amount prescribed in Chapter 163.
- H. The Municipal Officer may establish for purposes of efficient administration that all rental licenses shall be renewed by a single date in each year. The Municipal Officer shall establish this date in which case the initial rental license fee shall be prorated for applications received less than 10 months prior to that date.
- I. The completed rental license application shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.

§ 240-4 Rental license application.

- A. A rental license application shall be made by the owner of rental units or the owner's legally constituted agent on a form approved and supplied by the City of Newburgh Office of Code Compliance. This form shall be known as a "rental property statement" and shall be signed by the owner under oath. The statement shall include:
 - (1) The name(s), residence and business addresses, e-mail addresses, telephone numbers, and birth date(s) of the principal officers if the applicant is an individual, or the business names, business addresses, e-mail addresses, telephone numbers, and name(s), residential addresses, and birth date(s) of all principal officer(s) and/or member(s) if the applicant is any business entity recognized by New York State law. Where more than one natural

person has an ownership interest, the required information shall be included for each owner.

- (2) If the owner is not a natural person, the employer identification number of the owner.
 - (3) The name, street address, e-mail address, and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code. The agent for service of process must maintain offices or reside in the State of New York.
 - (4) The name, street address, e-mail address, and telephone numbers of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property must maintain offices within 45 miles of the City and shall be available by telephone or in person on a twenty-four-hour-per-day, seven-day-per-week basis.
 - (5) Name, address, and telephone number of vendee, if the dwelling is being sold through a contract for deed.
 - (6) A description of the premises, including street address, section block and lot, and type of building.
 - (7) Number of dwelling units within the dwelling.
 - (8) Description of procedure through which tenant inquiries and complaints are to be processed.
 - (9) Status of utility fees, property taxes, and other assessments on the dwelling and other rental real property in the City owned by the applicant.
 - (10) The number of tenants that reside in each dwelling unit within the building.
 - (11) Whether the owner consents to a municipal inspection pursuant to § 240-6 or whether the owner will provide a certification by a licensed professional engineer that the property is in compliance with the Code.
 - (12) The City of Newburgh Bureau of Code Compliance may, in its discretion, request additional information from time to time. The owner or authorized agent must reply with such requested information within 14 days of such request.
- B. The owner shall notify the Municipal Officer within 10 days of any change in the rental license information by filing an amended rental property statement on a form provided by the

Municipal Officer for such purpose. Depending on the nature of changes, the City may require consent to a new property inspection. Notice of transfer of ownership shall be as described in § 240-8.

§ 240-5 License fees; exemptions.

- A. License fees as set forth in Chapter 163 of this Code shall be due 90 days prior to the license expiration date; in the cases of a new unlicensed dwelling, a change in a previously filed rental license application, or a new license that is required due to a change in ownership as set forth in § 240-8 below, rental license fees shall be due at the time of application.
- B. Owner-occupied dwellings containing not more than two rental units are exempt from the filing fees set forth in Chapter 163 of this Code but still must submit a rental license application as described in § 240-3 and § 240-4 above.
- C. A delinquency penalty of 5% of the rental license fee for each day of operation without a valid rental license shall be charged operators of rental properties. Once issued, a rental license is nontransferable, and the rental licensee shall not be entitled to a refund of any license fee. Upon revocation or suspension, application withdrawal, an incomplete application or process, or application cancellation, the fee is nonrefundable.
- D. All inspection fees are set in Chapter 163. If the inspection is being performed as part of the rental licensing process, fees must be paid prior to the time of rental license issuance or renewal for the property.
- E. If any fee or any portion is not paid within 60 days after billing, the Comptroller may certify the unpaid cost against the property, and the unpaid cost shall be added to and collected with the subsequent City tax levy and shall bear interest and be enforced as provided by law for City taxes.
- F. All funds collected from rental license fees under this section shall be deposited in a dedicated trust fund to be used exclusively for municipal activities with respect to vacant and problem properties in the municipality, including, but not limited to, inspection, nuisance abatement, securing and boarding, maintaining property information systems, general code enforcement activities, and reasonable administrative and legal costs associated with any of the foregoing.

§ 240-6 Inspection.

- A. During regular business hours or in an emergency, the municipal officer or his representative or any duly authorized City representative, upon the showing of proper credentials and in the discharge of his duties, may enter any building or rental unit within a building upon consent of the owner or with a duly executed search warrant, to make an inspection to determine whether there is any violation of the Code.

- B. At the request of the municipal officer, the Corporation Counsel is authorized to make application to the City Court of the City of Newburgh or any other court of competent jurisdiction for the issuance of a search warrant to be executed by a police officer in order to conduct an inspection of any premises believed to be subject to this chapter. The municipal officer may seek a search warrant whenever the owner, managing agent, or occupant fails to allow inspections of any dwelling unit contained in the rental property where there is a reasonable cause to believe that there is a violation of the Code .
- C. The presence or existence of any of the following shall create a rebuttable presumption that a dwelling unit is rented:
- (1) The property is occupied by someone other than the owner, and the owner of the property represents, in writing or otherwise, to any person or establishment, business, institution or government agency, that he resides at an address other than the rental property.
 - (2) Persons occupying the premises represent that they pay rent to the owner of the premises.
 - (3) Utilities, cable, phone or other services are in place or requested to be installed or used at the premises in the name of someone other than the record owner.
 - (4) Testimony by a witness that it is common knowledge in the community that a person other than the record owner resides in the premises.
 - (5) There is more than one mailbox at the premises.
 - (6) There is more than one gas meter at the premises.
 - (7) There is more than one electric meter at the premises.
 - (8) There are separate entrances for segregated parts of the dwelling.
 - (9) There are partitions or internal doors which may serve to bar access between segregated portions of the dwelling, including, but not limited to, bedrooms.
 - (10) There exists a separate written or oral lease or rental arrangement, payment or agreement for portions of the dwelling among its owner(s) and/or occupants and/or persons in possession thereof.
 - (11) Any occupant or person in possession thereof does not have unimpeded and/or lawful access to all or part of the dwelling unit.
 - (12) There exists two or more kitchens each containing one or more of the following: a range, oven, hotplate, microwave or other similar device customarily used for cooking or preparation of food and/or a refrigerator.

- D. Nothing in this section, except for provisions containing emergency inspections, shall be deemed to authorize the municipal officer or representative to conduct an inspection of any premises subject to this chapter without the consent of the owner or without a warrant duly issued by a court of competent jurisdiction.
- E. Nothing in this section shall prevent the entry into a building or dwelling unit by the municipal officer without the consent of the owner or a search warrant in response to an emergency.

§ 240-7 Conformance to other laws.

No rental license shall be issued or renewed unless the rental property and its premises conform to the Code of Ordinances of Newburgh and the laws of the State of New York.

§ 240-8 License not transferable.

No rental license shall be transferable to another person or to another rental property. Every person holding a rental license shall give notice, in writing, to the municipal officer within 10 business days after having legally transferred or otherwise disposed of the legal control of any licensed rental property. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental property.

§ 240-9 Required postings.

- A. The rental license issued under this article shall contain the following information:
 - (1) The address, type of structure, and structure classification;
 - (2) The date of inspection;
 - (3) The date of issuance;
 - (4) The expiration date;
 - (5) Number of dwelling units;
 - (6) A statement indicating whether the structure is equipped with a fire alarm system;
 - (7) A statement indicating whether the structure is equipped with a sprinkler system;
 - (8) Local contact information, including name, address, and phone number for the owner or owner's designated representative;
 - (9) The maximum number of permanent and/or temporary occupants permitted.
- B. Every licensee of a rental property with more than four units shall conspicuously post the current rental license certificate in the main entryway or other conspicuous location. For rental properties of four or fewer units, the licensee must provide a copy of the rental license certificate to each tenant by attaching a copy to the tenant's copy of the executed lease agreement.
- C. The City's trash and refuse policies and procedures and alternate-side street parking regulations shall be conspicuously posted in the main entryway or other conspicuous location. For rental

properties with only one dwelling unit or with no common entryway, the owner must provide a copy of these policies, procedures, and regulations with the tenant's copy of the executed lease agreement.

§ 240-10 Occupancy register required.

- A. Every owner of a licensed rental property shall keep, or cause to be kept, a current register of occupancy for each dwelling unit that provides the following information:
 - (1) Dwelling unit address.
 - (2) Number of bedrooms in dwelling unit and the maximum number of occupants.
 - (3) Legal names and date of birth of adult occupants and number of adults and children (under 18 years of age) currently occupying the dwelling units.
 - (4) Dates renters occupied and vacated dwelling units.
 - (5) A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this Code of Ordinances.
 - (6) A similar chronological list of all corrections made in response to such requests and complaints.
- B. Such register shall be made available for viewing or copying by the municipal officer at all reasonable times.
- C. The property owner may request a pre-rental inspection of a unit prior to placing tenants and obtain a certificate of compliance stating that the apartment is in compliance with the Code. The cost of this inspection shall be included with license fee.

§ 240-11 Retaliatory actions.

- A. No person shall institute or maintain an action for eviction because the occupant has reported a violation of this law or any related provision of the Code to the Code Compliance Bureau or other City employee.
- B. No person shall cause any service, facility, equipment or utility required under this local law to be removed, shut off or discontinued in retaliation for a complaint.

§ 240-12 Rules and regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of this article.

§ 240-13 “Compliant landlord” designation.

- A. An owner who has fully met the requirements set forth in § 240-13B shall be designated as a “compliant landlord”. The designation of "compliant landlord" shall be at the discretion of the

municipal officer and is not a right that will vest at any time and may be subject to termination at the discretion of the City, municipal officer and in accordance with any changes in local, state or federal law.

B. Qualifications to be a “compliant landlord”:

- (1) Owner must satisfy the requirements of §§ 240-3, 240-4, 240-5, 240-6, 240-9 and 240-10; and
- (2) Owner must have been issued a rental license for all non-owner-occupied dwellings owned and rented in the City of Newburgh; and
- (3) Owner must have no open cases with the Code Compliance Bureau or Fire Prevention Bureau and no outstanding violations of the Code; and
- (4) Owner must be current on all real property taxes, water, sewer and sanitation bills on all properties owned in the City of Newburgh; and
- (5) Owner must have no open abatement proceedings on any properties owned in the City of Newburgh.

C. An owner who is designated as a “compliant landlord” shall have his rental license remain valid for a period of two years and shall be permitted to renew the rental license every two years and the fee prescribed in Chapter 163 shall be paid every two years with the renewal application.

§ 240-14 Enforcement.

- A. The City of Newburgh shall have a choice of enforcing this chapter as provided in § 1-12 of the Code of Ordinances of the City of Newburgh by seeking civil penalties or by instituting a criminal proceeding or may choose to do both.
- B. A designated managing agent of an owner may be served with a notice of violation, order to remedy, an appearance ticket, or other service of process, whether criminal or civil, pursuant to and subject to the provisions of law as if actually served upon the owner.
- C. No owner who designates a managing agent pursuant to the provisions of this chapter may assert the defense of lack of notice or lack of in personam jurisdiction based solely upon the service of process on his designated agent.
- D. Any owner who fails to register a rental property under the provisions of this chapter shall be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

- E. The municipal official may revoke a rental license or approval issued under the provisions of this chapter for any of the following reasons:
- (1) Any false statement or misrepresentation as to a material fact in the application, plans or specifications on which the building permit was based;
 - (2) The rental license was issued in error and should not have been issued in accordance with applicable law;
 - (3) Failure to maintain the necessary requirements as outlined in this chapter, or occurrence of unlawful activities at or about the premises;
 - (4) Fighting or violent, tumultuous or threatening behavior by any occupant of the premises;
 - (5) Unreasonable noise from the premises on a regular basis;
 - (6) Repeated calls to the police for disturbances and/or disputes at the premises;
 - (7) Obstruction of vehicular or pedestrian traffic due to vehicles from or at the premises;
 - (8) Hazardous or physically offensive conditions created by an act of an occupant or owner of the premises; or
 - (9) Existing violations on the premises of the Code ; or
 - (10) Condemnation of the building or after a fire resulting in structural damage.
- F. Such revocation shall take place after notice to the applicant and opportunity for the applicant to be heard by the municipal officer.
- G. No rental license shall be revoked where there is reasonable grounds that the conduct for revocation as set forth in this subsection is the result of domestic abuse, sexual assault, stalking and/or harassment.
- H. No fees, as provided in Chapter 163, shall be refunded after the revocation of a rental license.

§ 240-15 Penalties for offenses.

- A. If the City of Newburgh chooses to enforce this chapter through a criminal proceeding, any person who violates or fails to comply with any provisions of this chapter or of the rules and regulations issued hereunder or who violates or fails to comply with any order made thereunder shall be fined up to \$500 per day for each day the violation exists and/or 30 days in jail.
- B. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense and so subject the owner to an additional fine of up to \$500 per day for each day the violation exists and/or additional jail sentences of up to 30 days in jail.
- C. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

- D. For purposes of this section, failure to file a rental property statement within 60 days of the effective date of this chapter or within 30 days after assuming ownership of the rental property, whichever is later, or within 10 days of receipt of notice by the municipality; failure to provide correct information on the rental property statement; and failure to comply with the provisions of §§ 240-3, 240-4, 240-5, 240-9 and 240-10 of this article or such matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this article.

Article II Tenant Responsibility for Maintenance

§ 240-18 General requirements.

Tenants of rental property shall maintain the rented premises in conformance with the following standards. Tenants shall only be responsible for conditions that he or she actually caused. The requirements of this article are not intended to conflict with or supersede New York State Real Property Law § 235-b.

§ 240-19 Common, public or open areas.

- A. Steps, walks, driveways, parking spaces and similar paved areas shall be kept free of obstacles to afford safe and convenient passage. Structural repairs are the responsibility of the property owner.
- B. Yards, courts and vacant lots shall be kept clean and free of hazards.
- C. Open fires shall not be permitted, unless authorized and approved pursuant to the Code and in conformity with state air pollution control regulations.

§ 240-20 Buildings and structures.

- A. Floors, walls, including windows and doors, ceilings and other interior surfaces within the rental property, shall be maintained in clean and sanitary condition in accordance with the Code and shall not be broken, damaged or destroyed and/or permitted to attract insect, vermin and rodent harborage and infestation.
- B. Extension cords. Electrical extension cords shall be used only in conformance with the Code. If extension cords must be used, they must be used on a temporary basis only, properly sized for the use; must not cross any pathways, or be placed under carpets or rugs. They also should not be a tripping hazard.
- C. Utilities.
 - (1) Tenants may not perform electrical or plumbing work. Tampering with electrical or plumbing infrastructure in any way is prohibited.

- (2) Tenants or third parties who are licensed electricians or licensed plumbers must obtain proper permits before commencing and completing any work.
- D. External decorative lighting, including, but not limited to, holiday lighting, shall not be hung by tacks or nails in such a manner as to create a fire hazard. Electrical light fixtures and other heat-generating appliances shall not be covered with fabric or other combustible material.
- E. Excessive amounts of loose fabric when used as a wall or ceiling covering is a fire hazard and is not permitted.
- F. Tenants may not store or place anything in such a way that it might block or prevent the use of a means of exiting from a room, rooming unit, dwelling unit or building. Items should not be stored by tenants in unfinished areas of buildings (cellars, attics, etc.), which could contribute to combustion in a fire or block access by emergency personnel, (i.e., mattresses, old boxes, lumber, clothes, etc.).
- G. Fire escapes shall not be used for storage and shall be kept clear to allow for immediate egress from a room, rooming unit, dwelling unit or building.
- H. Tenants shall not store combustible or flammable liquids and/or flammable gases in their dwelling unit or rooming unit, or in accessory buildings, except in sealed, approved containers.
- I. Flammable and combustible liquids and/or gases shall not be stored in hallways, exits, stairways or areas normally used for the safe passage of people.
- J. Unfinished areas of buildings, such as cellars or attics, shall not be used for any activities whatsoever other than for utility purposes.
- K. Rugs or carpet shall not be installed in such a way as to obstruct the smooth opening or closing of any doors.
- L. Cooking and refrigeration appliances, kitchens, and bathrooms must be kept in a clean and sanitary condition so as not to attract insect, vermin and rodent harborage and infestation.
- M. Food garbage shall not be stored on premises in such a way or for such a period of time so as to become a health hazard.

§ 240-21 Infestation and harborages.

Grounds, buildings and structures shall be maintained free of insect, vermin and rodent harborage and infestation. The accumulation and/or storage of materials that may provide harborage or serve as food for rodents or other vermin in a site accessible to such rodents or vermin is prohibited.

§ 240-22 Garbage and refuse.

- A. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse within rental property. Storage containers within rental property shall be of an approved flame-resistant material.
- B. The accumulation or storage of garbage or refuse in public halls or stairways shall be prohibited.
- C. Tenants shall not place loose bags of garbage and/or recyclables outside the building or in a garage area and shall comply with the waste collection regulations as prescribed by Chapter 183 of the City Code of Ordinances.
- D. Tenants shall not store or leave interior furniture outdoors except for disposal in accordance with Chapter 183 of the City Code of Ordinances and applicable rules and regulations of the Department of Public Works.

§ 240-23 Junk.

- A. Refrigerators, and similar equipment with locking mechanisms, shall not be discarded, abandoned or stored on premises accessible to children, without first removing the locking devices or the hinges of the doors.
- B. Junked vehicles, unregistered vehicles, equipment and materials shall not be stored in common, shared and/or open areas of premises.

§ 240-24 Domestic animals and pets.

Domestic animals and pets shall be kept in an appropriate manner in accordance with Chapter 150 of the City Code of Ordinances. Any tenant having ownership, custody or control of a dog or other domesticated companion or working animal shall be responsible for promptly picking up, collecting and disposing of any and all waste products of such animal in a sanitary manner.

§ 240-25 Smoke detectors, carbon monoxide detectors, fire extinguishers and sprinkler systems.

- A. Smoke detectors and carbon monoxide detectors shall not be removed, damaged or disabled in any way. Smoke and carbon monoxide detectors shall not be disabled by the tenant(s).
- B. The detectors shall not be disconnected from a power source or rendered inoperable in any way. Tenants shall not remove batteries in smoke detectors or carbon monoxide detectors located in a rental property.
- C. It shall be the duty of the tenant(s) of any rental property to keep and maintain such detectors located within their dwelling unit, or sleeping room, in good repair and operable condition and to notify the property owner to replace any and all devices which are stolen, removed, missing

or rendered inoperable during their tenancy of such dwelling unit with an identical device or an equivalent device, as approved by the owner.

- D. Fire extinguishers shall not be used for any purpose other than that for which they were designed. Tenant shall notify the Fire Department upon discharging a fire extinguisher to extinguish a fire.
- E. Tampering with sprinkler systems in any way and hanging items from sprinkler systems and sprinkler equipment is prohibited.

§ 240-26 Exits: hardware for doors.

- A. Prohibited locking devices. No hasp, lock, padlock, bar, chain or other device, which is openable only from the exterior, shall be installed by a tenant(s) on any door, which is used or intended to be used, as a means of egress.
- B. Locking devices required.
 - (1) It is the responsibility of all property owners to ensure that exit doors from dwelling units, and doors from bedrooms, sleeping rooms or lodging units which are located within dwelling units, rooming houses or boardinghouses, in which three or more unrelated individuals reside, shall be equipped with a locking device which is securable by means of a key from the outside and which is provided, on the inside, with a simple type of releasing device, such as a knob, handle or panic bar, the method of operation of which is obvious, even in darkness. No tenant shall remove and/or disable said locking devices.
 - (2) It is the responsibility of all property owners to ensure that all openable windows located within 10 feet, measured vertically, or within six feet, measured horizontally, of ground level, or of exterior balconies, porches, stairs, fire escapes, railings, roof surfaces or any other accessible structure, shall be equipped with sash locks designed to be openable from the inside only. Sash locks shall be easily openable without the use of keys and be maintained in good repair. No tenant shall remove and/or disable said sash locks.
- C. Self-closing doors shall not be blocked in the open position, and automatic doors shall not be removed.
- D. Tampering with exit lights and exit signs is prohibited. If exit lights are out or malfunctioning, the property owner must be notified.

§ 240-27 Violations and enforcement.

- A. Whenever the municipal officer finds that there has been a violation of these standards, the municipal officer shall first issue a notice of violation to the person or persons responsible, so long as the property owner has provided such responsible party information to the Bureau of Code Compliance. The order shall:

- (1) Be in writing.
- (2) Identify the premises.
- (3) Specify the violation and remedial action to be taken.
- (4) Provide a reasonable time limit for compliance.
- (5) State the time within which an appeal may be taken.
- (6) If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, include, in the order, a statement that if the violation is not remedied within the time limit specified in the order, the City may remedy the violation in accordance with Chapter 126 and Chapter 226 of the City Code of Ordinances.

B. A notice of violation and order may be served as follows:

- (1) By personal service upon the tenant(s); or
- (2) By posting a copy thereof on the door of the tenant(s) premises, or if access thereto is denied, by posting a copy thereof on the outside door of the building and mailing a copy to the tenant(s) in a postpaid wrapper addressed to the tenant(s).

C. In case the tenant(s) shall fail, neglect or refuse to remove, eliminate or abate the violation, or in the case that the owner, lessor or agent fails to cause the tenant(s) to remove the violation within the time specified, the municipal officer shall forward the notice of violation to the Corporation Counsel who shall prosecute same as provided herein.

D. If the violation constitutes a public nuisance or renders the premises dangerous or unsafe, and the violation order has been served, but the violation has not been remedied within the time limit specified in such violation order, the City may remedy the violation in accordance with Chapter 126 and Chapter 226 of the City Code of Ordinances.

§ 240-28 Penalties for offenses.

Failure to comply with a violation order, within the time limit stated therein, shall constitute an offense. A person convicted of an offense shall be punished by a fine not to exceed \$500, or in the court's discretion, a sentence of community service in accordance with the New York State Penal Law. Each day that a violation continues shall be deemed a separate offense and shall subject the occupant to an additional penalty as provided above.

§ 240-29 Violations constitute substantial obligation of tenancy.

Unless otherwise provided for by state or federal law or the provisions of a lease, the compliance with the provisions of this chapter shall constitute a substantial obligation of every residential tenancy and the violation thereof shall be grounds for termination of the tenancy.

SECTION 4. Severability.

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

SECTION 5. Codification

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

SECTION 6. Validity

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

SECTION 7. Effective Date

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

2023 New York Assembly Bill No. 7265, New York Two Hundred Forty-Sixth Legislative Session

NEW YORK BILL TEXT

**TITLE: Relates to the contents of a petition in a summary proceeding
to recover possession of real property in the city of Newburgh.**

VERSION: Adopted

October 25, 2023

Jacobson, Jonathan



Image 1 within document in PDF format.

SUMMARY: ROLISON JACOBSON Amd i741, RPAP L Requires a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential property registration and licensure.

TEXT:

LAWS OF NEW YORK, 2023

CHAPTER 579

AN ACT to amend the real property actions and proceedings law, in relation to requiring a petition in a summary proceeding to recover possession of real property in the city of Newburgh to allege proof of compliance with local laws requiring rental residential prop- erty registration and licensure

Became a law October 25, 2023, with the approval of the Governor. Passed on Home Rule request pursuant to Article IX, section 2(b) (2) of the

Constitution by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. **Section 741 of the real property actions and proceedings law** is amended by adding a new subdivision 7 to read as follows:

7. In the city of Newburgh, where the premises from which removal is sought is subject to a local law requiring the registration of said premises as a condition of legal rental, allege proof of compliance with such local law.

§ 2. This act shall take effect on the ninetieth day after it shall have become a law.

The Legislature of the STATE OF NEW YORK **ss:**

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS CARL E. HEASTIE Temporary President of the Senate Speaker of the Assembly