



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

April 4, 2024
6:00 PM

Work Session Presentations/ Presentaciones de la Session de Trabajo

1. Land Bank Annual Report to City Council
Informe Anual del Banco Agrario al Concejo Municipal

Finance/Finanza

2. Order form with Springbrook Holding Company, LLC
Resolution approving a purchase order agreement with Springbrook Holding Company, LLC to add twenty KVS software subscription licenses for a three-year term at a cost of \$15,000.00

Resolución aprobando un acuerdo de orden de compra con Springbrook Holding Company, LLC para añadir veinte licencias de suscripción al software KVS por un plazo de tres años a un costo de \$15,000.00

3. Natural Gas Services Agreement - Gas Bid Award
Resolution authorizing the award of a bid and execution of a contract with the lowest responsible bidder for gas supply to the City of Newburgh for a winter term -- the lowest bid will be updated on April 8, 2024 for best pricing option

Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con el licitador responsable más bajo para el suministro de gas a la Ciudad de Newburgh por un período de invierno -- la oferta más baja se actualizará el 8 de abril de 2024 para la opción del mejor precio

Planning and Economic Development/Planificación y Desarrollo Económico

4. 58 William Street - Release of Restrictive Covenants
Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 60 William Street LLC to the premises known as 58 William Street (Section 38, Block 3, Lot 31)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a 60 William Street LLC a las instalaciones conocidas como 58 William Street (Sección 38, Bloque 3, Lote 31)

5. Purchase of 273 First Street

Resolution to authorize the conveyance of real property known as 273 First Street (Section 29, Block 2, Lot 4) at private sale to Wilson Guzman for the amount of \$120,000.00

Resolución que autoriza la transmisión de bienes raíces conocidos como 273 First Street (Sección 29, Bloque 2, Lote 4) en venta privada a Wilson Guzman por el monto de \$120,000.00

6. Purchase of 161 Ann Street

Resolution to authorize the conveyance of real property known as 161 Ann Street (Section 36, Block 5, Lot 5) at private sale to Ruben Roberto for the amount of \$147,000.00

Resolución que autoriza la transmisión de bienes raíces conocidos como 161 Ann Street (Sección 36, Bloque 5, Lote 5) en venta privada a Rubén Roberto por el monto de \$147,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

7. 2025 Police Traffic Services Grant

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2025 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City match required

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio del Comité de Seguridad Vial del Gobernador del Estado de Nueva York para el Programa de Servicios Policiales de Tráfico 2025 por una cantidad que no exceda los \$46,000.00, el cual no requiere que la Ciudad iguale los fondos

8. EMS Ambulance Services Contract - Empress Ambulance Services LLC

Resolution authorizing the City Manager to execute a contract with Empress Ambulance Services LLC to provide emergency medical and ambulance services in the City of Newburgh

Resolución que autoriza al Gerente de la Ciudad a celebrar un contrato con Empress Ambulance Services LLC para proporcionar servicios médicos de emergencia y de ambulancia en la Ciudad de Newburgh

9. 151 Liberty Street - License Agreement Extension

Resolution authorizing the City Manager to execute an addendum to a license agreement with Cornerstone Family Healthcare to allow access to City-owned property known as 151 Liberty Street (Section 30, Block 5, Lot 21.1) for access and equipment staging related to construction operations at property located at 100 Broadway (Section 30, Block 4, Lot 24)

Resolución que autoriza al Gerente de la Ciudad a ejecutar una adenda a un acuerdo de licencia con Cornerstone Family Healthcare para permitir el acceso a la propiedad de la Ciudad conocida como 151 Liberty Street (Sección 30, Bloque 5, Lote 21.1) para el acceso y la puesta en escena de equipos relacionados con las operaciones de construcción en la propiedad ubicada en 100 Broadway (Sección 30, Bloque 4, Lote 24)

Boards and Commissions/Juntas y Comisiones

10. Arts & Cultural Commission - Bespoke Bike Rack Project - Fabricator Agreement with FABHAUS Inc.

Resolution authorizing an agreement with FABHAUS Inc. for the fabrication of sculptural bicycle racks in the City of Newburgh

Resolución que autoriza un acuerdo con FABHAUS Inc. para la fabricación de aparcabicicletas escultóricos en la Ciudad de Newburgh

11. Appointments - Transportation Advisory Committee

Nombramientos - Comité Consultivo de Transportación

12. Appointments - Conservation Advisory Council

Appointments - Conservation Advisory Council

Ordinances/ Decretos

13. Ordinance amending Section 288-71, Schedule XIII entitled "Parking Prohibited at All Times"

Ordinance amending Section 288-71, Schedule XIII entitled "Parking Prohibited at All Times" of the Code of Ordinance to prohibit parking on the south side of Third Street from Grand Street to Johnston Street

Ordenanza que enmienda la Sección 288-71, Anexo XIII titulado "Estacionamiento prohibido a todas horas" del Código de Ordenanzas para prohibir el estacionamiento en el lado sur de Third Street desde Grand Street hasta Johnston Street

14. Ordinance amending Section 288-33, entitled "Resident Parking"

Ordinance amending Section 288-33, entitled "Resident Parking" of the Code of Ordinances

Ordenanza que enmienda la Sección 288-33, titulada " Estacionamiento para residentes " del Código de Ordenanzas

Executive Session/ Sesión Ejecutiva

15. Proposed, Pending or Current Litigation

Litigio propuesto, pendiente o actual

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

El historial médico, financiero, crediticio o laboral de una persona o empresa en particular, o asuntos que conduzcan al nombramiento, empleo, ascenso, descenso de categoría, disciplina, suspensión, despido o destitución de una persona o empresa en particular

Order Form: Q-24406-1
Date: 2/22/2024, 3:58 PM
Expires On: 3/29/2024

Phone: (866) 777-0069
Email: info@sprbrk.com



Ship To:
Janice Gaston
City of Newburgh, NY
83 Broadway
Newburgh, New York 12550
jgaston@cityofnewburgh-ny.gov

Bill To:
City of Newburgh, NY
City of Newburgh, NY
83 Broadway
Newburgh, New York 12550
apinvoices@cityofnewburgh-ny.gov

Account Manager	E-mail	Phone Number	Payment Terms
Travis VanDervort	travis.vandervort@sprbrk.com	(518) 520-4700	Net 30

Annual Product Pricing					
PRODUCT	DESCRIPTION	RATE	QTY	DISC (%)	NET PRICE
Hosting Fee for Perpetual or Term	Hosting Fee for Perpetual or Term Hosting - 40 Users	USD 15,000.00	1	0.000	USD 15,000.00
Annual Product Pricing Total:					USD 15,000.00

Grand Total: USD 15,000.00
* excludes applicable sales tax

Order Details

Customer Name: City of Newburgh, NY

Customer Contact: Janice Gaston

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>
MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Estimated Professional Services,
On-Site Professional Services, and
Travel Expenses*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions,
Maintenance,
and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions,
Maintenance, and Hosting
(Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance,
and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

** Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):

Hosting supersedes and replaces both Oracle Forms and Reports line items, as well as both Oracle Standard Edition Two Maintenance line items.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

City of Newburgh, NY

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required)_____

RESOLUTION NO.: _____ - 2024

OF

APRIL _____, 2024

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT WITH _____ FOR GAS SUPPLY
TO THE CITY OF NEWBURGH FOR A WINTER TERM**

WHEREAS, on behalf of the City of Newburgh, M&R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015, 2017, 2019, 2021 and 2023; and

WHEREAS, M&R Energy Resources Corporation has advised that there are several factors driving volatility in the New York gas market; and

WHEREAS, M&R Energy Resources Corporation recommends awarding a bid to _____ to lock in rates for a winter term beginning in October 2024 and ending in April 2025 will obtain the best possible renewal pricing and yield predictable natural gas costs for the renewal period; and

WHEREAS, the City Council finds that authorizing M&R Energy Resources Corporation to duly award a bid for the gas supply services contract and authorizing the City Manager to execute contract for the lowest price to _____ the same being 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 bid for the gas supply services contract be and hereby is awarded to _____, providing for a six month winter term beginning in October 2024 and ending in April 2025, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas services, with all such terms and conditions as may be required by the Corporation Counsel.



New York Natural Gas Firm Commercial Service Agreement

Customer Information

Name	City of Newburgh	Date	03/21/2024
Address	City Hall, 83 Broadway Newburgh, NY 12550	Contract Term	7 months subject to start based on the utility's established 10/2024 read schedule or the next available read thereafter.
Email	TVenning@cityofnewnburgh-ny.gov	Type	New
Phone	845-569-7301	Contract Volume	111,006
SS#/EIN#			

Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

Customer Disclosure Statement

Price	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$0.5398 per therm/CCF plus applicable taxes, in addition to any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
Length of the agreement and end date	7 months subject to start based on the utility's established 10/2024 read schedule or the next available read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which ENGIE can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by ENGIE within 20 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless ENGIE obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	ENGIE supply charges will be presented on the utility invoice

Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to: City of Newburgh
City Hall, 83 Broadway
Newburgh, NY, 12550

General Terms and Conditions

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between ENGIE Power & Gas LLC ("ENGIE") and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with ENGIE (the "Agreement"). Subject to the terms and conditions of this Agreement, ENGIE agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by ENGIE, necessary to meet Customer's requirements based upon consumption data obtained by ENGIE or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by ENGIE or the LDU's delivery schedule. The LDU will continue to deliver the natural gas supplied by ENGIE.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ENGIE is deemed effective by the LDU, and shall continue for 7 months subject to start based on the utility's established 10/2024 read schedule or the next available read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable
- monthly rate, unless ENGIE sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 45 days and no more than 90 days prior to the renewal date, apprising customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above, shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

ENGIE will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDU, and Customer will pay each invoice in

full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either ENGIE or the LDU, or each of the LDU and ENGIE may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). ENGIE may assign and sell Customer accounts receivable to LDU. Failure to make full payment of ENGIE charges due on any consolidated bill prepared by the LDU for ENGIE will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

Usage Allowance: There will be no change in price if usage in any month exceeds the level of usage by any amount in the same month identified as the Base Load on Schedule B ("Base Load") or if the usage in any month falls by any amount below the Base Load

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by ENGIE at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, ENGIE may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if ENGIE terminates this Agreement due to Customer's breach, the Customer shall pay ENGIE, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by ENGIE of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ENGIE. ENGIE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5. Information Release Authorization. CUSTOMER AUTHORIZES ENGIE TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDU: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS UNDER PSL § 32 (3); AND INFORMATION PERTAINING TO PSL § 33, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY ENGIE TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO ENGIE. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO ENGIE OR BY CALLING ENGIE AT 1-866-539-6450. ENGIE RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

6. Consumer Protections. The services provided by ENGIE to Customer are governed by the terms and conditions of this Agreement. ENGIE will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting ENGIE at 1-855-327-6937 or the DPS at 1-888-697-7728 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.ny.gov.

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to LDU commodity supply service, and Customer is liable for all ENGIE

charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within forty-five (45) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency. Customer hereby designates ENGIE as agent to: (a) arrange and administer contracts and service agreements between Customer and ENGIE and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDU for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplies with such supplies of other customers served by ENGIE to maintain qualification for LDU transportation service and resolve imbalances that may arise during the term of this Agreement. ENGIE as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDU and in response to information provided by the LDU. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDU. ENGIE agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and ENGIE agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from ENGIE to the Customer at the delivery point(s). Customer and ENGIE agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. ENGIE will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

10. Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and ENGIE. ENGIE makes no representations or warranties other than those expressly set forth in this Agreement, and ENGIE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ENGIE will make commercially reasonable efforts to provide natural gas hereunder but ENGIE does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of ENGIE ("Force Majeure Events") may result in interruptions in service. ENGIE will not be liable for any such interruptions caused by a Force Majeure Event, and ENGIE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, curtailment by Customer's LDU or ENGIE transportation capacity, or Customer's LDU appropriation of natural gas, etc., changes in laws, rules, or regulations of any governmental authority or any other cause beyond ENGIE's control. Should the parties have cause to claim for majeure, the claiming party will notify the other party, in writing, of the causes of such events, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relation to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

12. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. Contact Information. Customer may contact ENGIE's Customer Service Center at 1-855-327-6937, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to ENGIE at: ENGIE, 920 Railroad Ave, Woodmere, N.Y. 11598.

14. Dispute Resolution. In the event of a billing dispute or disagreement involving ENGIE's service, Customer should contact ENGIE's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve non-residential disputes associated with the services provided under this Sales Agreement. Retail Access inquiries can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting www.dps.state.ny.us.

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on ENGIE's net income, shall be paid by Customer, and Customer agrees to indemnify ENGIE and hold ENGIE harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by ENGIE in order to permit ENGIE to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to ENGIE in a timely manner, ENGIE shall apply a tax rate selected at ENGIE's sole discretion to Customer and, upon ENGIE's receipt of all necessary documentation and information, ENGIE will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period for which tax is owed but has not been collected and forwarded to the appropriate tax authority. ENGIE shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and

forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold ENGIE harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

17. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ENGIE is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion ENGIE shall have the right to cancel this Agreement on 15 days' notice to Customer.

18. Change in Law. In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in ENGIE incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be passed through to Customer.

19. Emergency Service. The LDU will respond to leaks and emergencies. In the event of a gas leak, electric service interruption or other emergency, Customer should immediately call their utility at: Con Edison 1-800-75-CONED; Orange and Rockland 1-877-434-4100 (electric) or 1-800-533-5325 (gas); KeySpan 1-718-643-4050 (NYC) and 1-800-490-0045 (Long Island); Niagara Mohawk 1-800-892-2345; Central Hudson 1-800-527-2714; Rochester Gas & Electric 1-800-743-1702; NYSEG 1-800-572-1121; National Fuel Gas 1-800-444-3130, National Grid 1-800-892-2345; and emergency personnel. Customer should then call ENGIE at 1-855-327-6937.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and ENGIE have caused this Agreement to be executed as of the date first set forth above.

For ENGIE Power & Gas LLC

For City of Newburgh

Signature:_____

Signature:_____

Print Name:_____

Print Name:_____

Title:_____ **Date:**_____

Title:_____ **Date:**_____

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
210041481811000403101	Central Hudson	City of Newburgh	DOWNING PARK NEWBURGH, NY, 125500000	Commercial	
210041466561000401798	Central Hudson	City of Newburgh	129 S ROBINSON AVE NEWBURGH, NY, 12550-5821	Commercial	
210040668621000404328	Central Hudson	City of Newburgh	RT 207 NEWBURGH, NY, 125500000	Commercial	
210041132431000403442	Central Hudson	City of Newburgh	399 WASHINGTON ST NEWBURGH, NY, 12550-5330	Commercial	
210041322841000401673	Central Hudson	City of Newburgh	83 BROADWAY NEWBURGH, NY, 12550-5617	Commercial	
210041333571000401678	Central Hudson	City of Newburgh	22 GRAND ST NEWBURGH, NY, 12550-5626	Commercial	
210041352871000402332	Central Hudson	City of Newburgh	492 BROADWAY FIREHOUSE NEWBURGH, NY, 125500000	Commercial	
210041146541000403451	Central Hudson	City of Newburgh	375 WASHINGTON ST NEWBURGH, NY, 12550-5330	Commercial	
210041128151000403440	Central Hudson	City of Newburgh	WASHINGTON ST ACTIVITY CTR NEWBURGH, NY, 125500000	Commercial	
210041160301000402890	Central Hudson	City of Newburgh	294-306 BROADWAY BROADWAY SCHOOL NEWBURGH, NY, 125505409	Commercial	
210041184731000402274	Central Hudson	City of Newburgh	88 PIERCES RD NEWBURGH, NY, 12550-3247	Commercial	
210041456331000401781	Central Hudson	City of Newburgh	104 S LANDER ST NEWBURGH, NY, 12550-6325	Commercial	

Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual
210041481811000403101	Central Hudson	94	130	98	19	1	1	-	-	-	10	24	59	436 CCF
210041466561000401798	Central Hudson	2,111	198	175	73	18	1	-	-	1	35	128	179	2,919 CCF
210040668621000404328	Central Hudson	3,575	3,073	2,765	1,206	243	1	1	-	17	621	2,066	3,356	16,924 CCF
210041132431000403442	Central Hudson	567	528	470	238	66	13	7	4	23	89	264	430	2,699 CCF
210041322841000401673	Central Hudson	2,133	1,781	1,674	872	353	56	23	22	113	867	1,400	1,841	11,135 CCF
210041333571000401678	Central Hudson	3,928	6,542	4,569	3,089	752	173	155	128	392	1,461	4,451	4,159	29,799 CCF
210041352871000402332	Central Hudson	463	389	338	156	55	20	21	17	22	97	259	389	2,226 CCF
210041146541000403451	Central Hudson	1,109	824	809	574	311	135	105	89	142	615	943	1,205	6,861 CCF
210041128151000403440	Central Hudson	711	647	575	319	101	31	28	27	41	140	414	628	3,662 CCF
210041160301000402890	Central Hudson	2,280	2,046	1,950	1,197	557	118	16	16	246	910	1,330	1,912	12,578 CCF
210041184731000402274	Central Hudson	5,382	4,465	4,117	1,882	575	86	3	3	162	853	2,857	4,314	24,699 CCF
210041456331000401781	Central Hudson	502	557	463	244	87	34	26	28	32	91	261	441	2,766 CCF
Total Volumes		22,855	21,180	18,003	9,869	3,119	669	385	334	1,191	5,789	14,397	18,913	116,704



Billing Address

Customer Name	City of Newburgh
C/O (Management Company)	
Billing Address	City Hall, 83 Broadway Newburgh, NY, 12550

Management Company

Main Phone	
Contact Name	
Direct Phone	
Fax	
Email	

Accounts Payable

Contact Name	
Contact Phone	
Fax	
Email	

PRICING PROPOSAL



START DATE

Oct 1, 2024



USAGE

121,808 thm



COMMODITY

Natural Gas



UTILITY

Central Hudson Gas &
Electric

PREPARED FOR

Customer Name	City of Newburgh	Address	City Hall 83 Broadway
Contact	Todd Venning	City, State, Zip	Newburgh, NY 12550
Phone	(845) 569-7301	Email	TVenning@cityofnewburgh-ny.gov

ACCOUNT INFORMATION

Meter Count	12
Annual thm	121,808
Peak thm	16,359
Current Price	\$0.52090

PRICING SUMMARY

Product	Fixed
Product Details	Winter-Oct2024-Apr2025
Quote Date	Mar 20, 2024
Quote Expiration	Mar 20, 2024 04:00 PM EST

Terms	7
End Date	04/30/2025
thm	114408
Supplier	\$/thm
ENGIE	0.53980
Direct Energy-(Dual)	0.55750
Energio	0.55990
Total Savings	\$2,162

Calendarized Volumes		
Month	Usage	Units
Jan	24,220	CCF
Feb	21,020	CCF
Mar	16,992	CCF
Apr	9,607	CCF
May	4,067	CCF
Jun	755	CCF
Jul	417	CCF
Aug	451	CCF
Sep	1,594	CCF
Oct	7,197	CCF
Nov	14,528	CCF
Dec	20,844	CCF
Total	121,691	CCF

Total Monthly Usage

Month	Usage (CCF)
Jan	24,220
Feb	21,020
Mar	16,992
Apr	9,607
May	4,067
Jun	755
Jul	417
Aug	451
Sep	1,594
Oct	7,197
Nov	14,528
Dec	20,844

RESOLUTION NO.: _____-2024

OF

APRIL 8, 2024

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 60 WILLIAM STREET LLC TO THE PREMISES KNOWN AS
58 WILLIAM STREET (SECTION 38, BLOCK 3, LOT 31)**

WHEREAS, on January 19, 2023, the City of Newburgh conveyed property located at 58 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 31, to 60 William Street LLC (by Hershy Weinstock, Managing Member); and

WHEREAS, the managing member subsequently requested the filing of a correction deed in order to correct the grantee's name from 60 William Street LLC to 60 William St. LLC; and

WHEREAS, the managing member has now requested a release of the restrictive covenants contained in the aforementioned correction deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 58 William Street, Section 38, Block 3, Lot 31 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 January 19, 2023, from THE CITY OF NEWBURGH to 60 WILLIAM STREET LLC, recorded in the Orange County Clerk's Office on January 27, 2023, in Book 15371, Page 426, and in a correction deed to correct the grantee's name dated January 19, 2023, from THE CITY OF NEWBURGH to 60 WILLIAM ST. LLC, recorded in the Orange County Clerk's Office on November 15, 2023, in Book 15491, Page 937, and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in both of said deeds.

Dated: _____, 2024

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2024

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

On the ____ day of _____ in the year 2024, 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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

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

TO: Todd Venning, City Manager

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

FROM: Francis J. Spinelli, Fire Chief & Acting Building Inspector

DATE: March 14, 2024

SUBJECT: 58 William Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 58 William Street on March 13, 2024. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

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

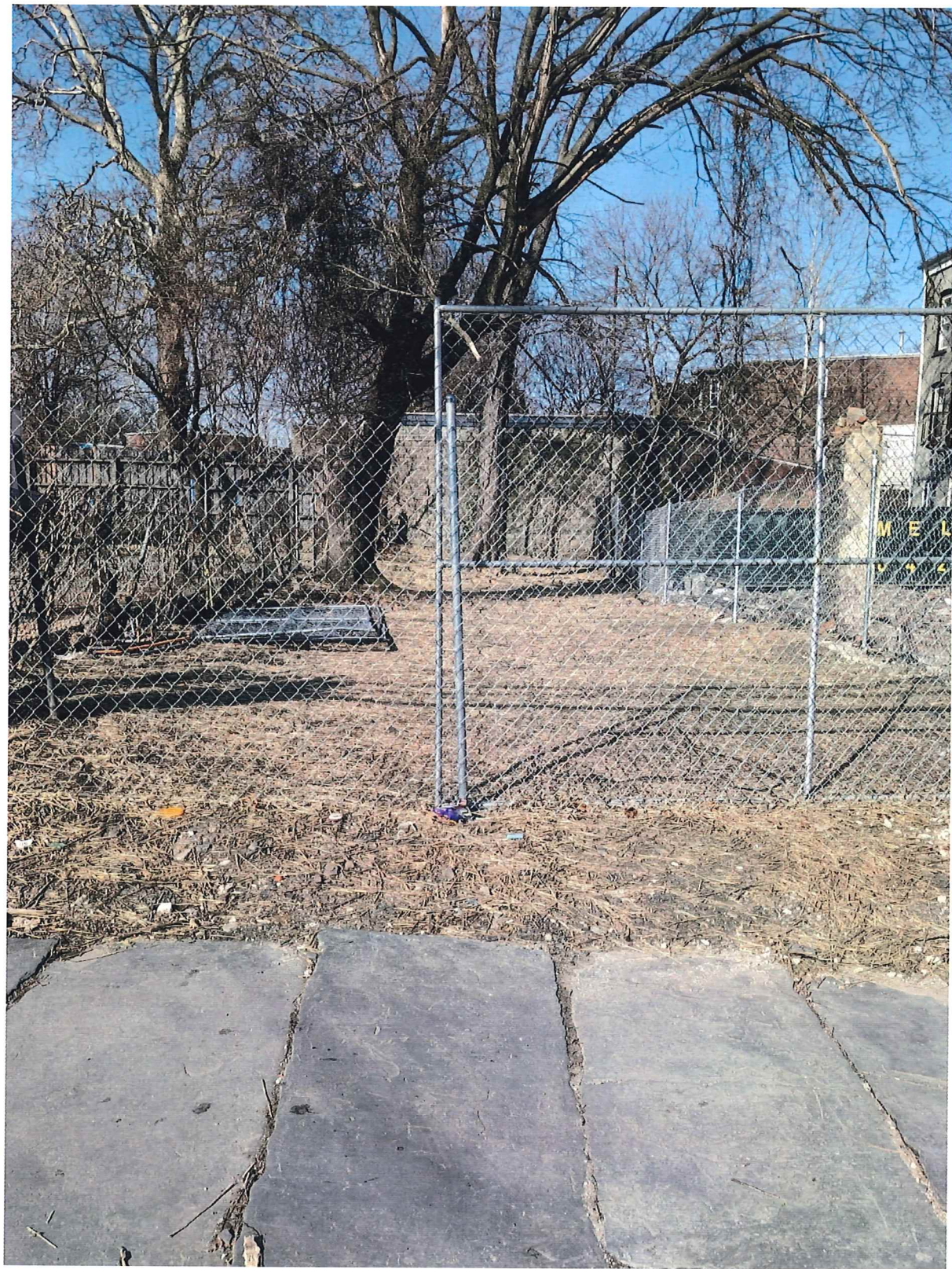
I observed no violations on the property during my most current inspection of the property. The property has been properly graded and seeded.

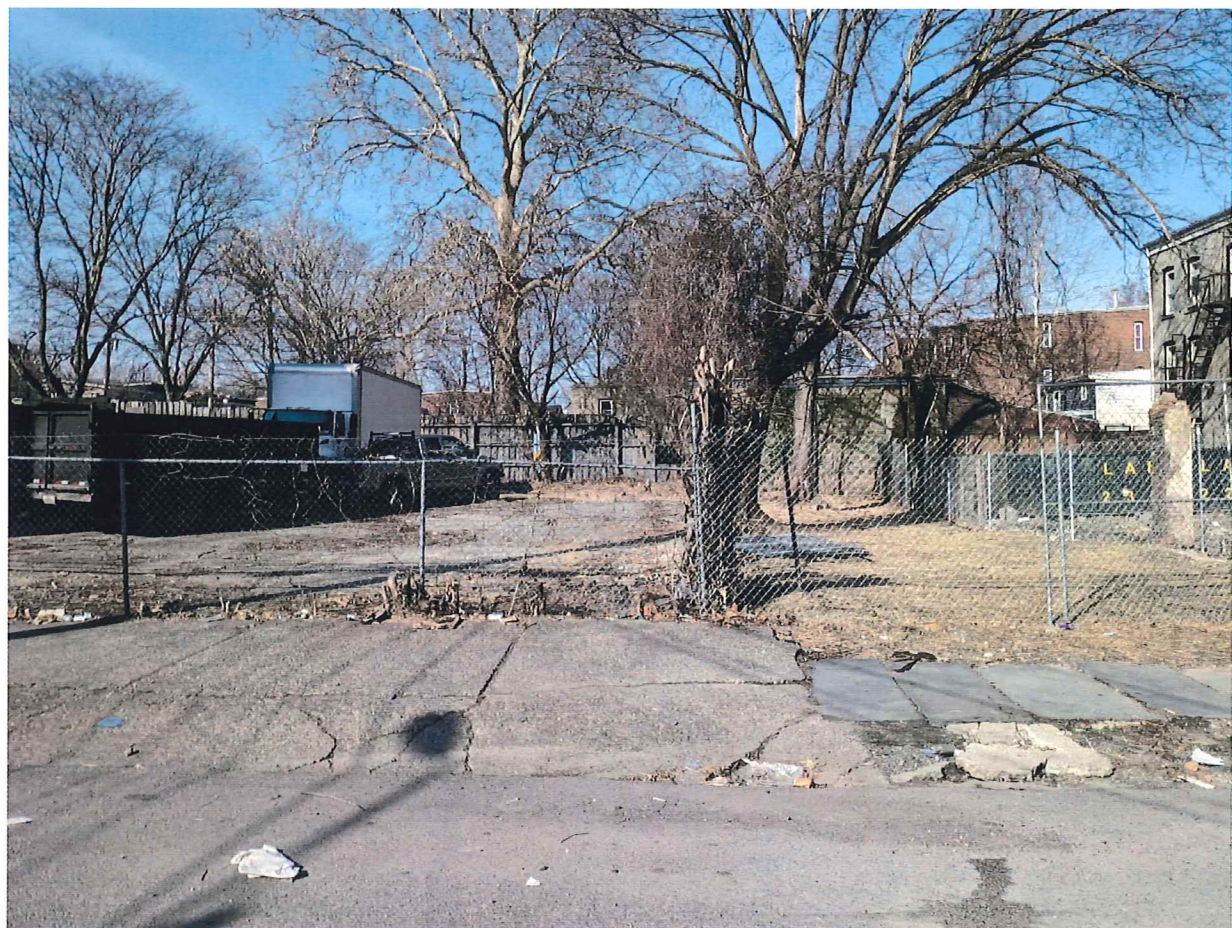
There are no open permits or open permit applications.

The building on the premises was demolished in accordance with demolition requirements, including termination of water service and sewer service at the respective mains, confirmation of termination of gas and electric services with Central Hudson, and grading of the vacant land.

Thank you,

Francis J. Spinelli
Fire Chief & Acting Building Inspector





RESOLUTION NO.: _____ - 2024

OF

APRIL 8, 2024

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 273 FIRST STREET (SECTION 29, BLOCK 2, LOT 4)
AT PRIVATE SALE TO WILSON GUZMAN FOR THE AMOUNT OF \$120,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 273 First Street, being more accurately described as Section 29, Block 2, Lot 4 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 12, 2024, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
273 First Street	29 - 2 - 4	Wilson Guzman	\$120,000.00

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

Terms and Conditions Sale

273 First Street, City of Newburgh

(SBL: 29-2-4)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, the parcel shall be defined by its section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2023-2024**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2023-2024**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 36 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$12,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the "City of Newburgh". At closing, the downpayment amount shall be credited against the purchase price.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

Wilson Guzman

RESOLUTION NO.: _____ - 2024

OF

APRIL 8, 2024

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 161 ANN STREET (SECTION 36, BLOCK 5, LOT 5)
AT PRIVATE SALE TO RUBEN ROBERTO FOR THE AMOUNT OF \$147,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 161 Ann Street, being more accurately described as Section 36, Block 5, Lot 5 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 12, 2024, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
161 Ann Street	36 - 5 - 5	Ruben Roberto	\$147,000.00

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

Terms and Conditions Sale

161 Ann Street, City of Newburgh

(SBL: 36-5-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, the parcel shall be defined by its section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2023-2024**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2023-2024**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 36 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$14,700.00** payable to "City of Newburgh" by money order or guaranteed funds to the "City of Newburgh". At closing, the downpayment amount shall be credited against the purchase price.
21. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

Ruben Roberto

RESOLUTION NO.: ____ - 2024

OF

APRIL 8, 2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2025 POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$46,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2025 Police Traffic Services Program Grant in the amount of \$46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

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

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization, and to cover costs of attending the 2025 ESLETS, the 2025 Governor's Highway Safety Association (GHSA) conference to be held in Pittsburgh; and the 2025 Walk-Bike NY Conference; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2025 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2024

OF

APRIL 8, 2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH EMPRESS AMBULANCE SERVICES LLC TO PROVIDE
EMERGENCY MEDICAL AND AMBULANCE SERVICES IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh issued Request for Proposals #2-24 (the “RFP”) seeking proposals from qualified and experienced vendors with the capability to provide emergency medical and ambulance services in the City of Newburgh; and

WHEREAS, Empress Ambulance Services, LLC submitted a proposal and has been determined to be qualified to provide such emergency medical and ambulance services; and

WHEREAS, the proposal provides for a three-year contract at a total cost of \$2,804,952.00; and

WHEREAS, funding for the cost of the contract shall be derived from A.3412.0448; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached contract with the Empress Ambulance Services, LLC to provide emergency medical and ambulance services in the City of Newburgh for the period April 1, 2024 through December 31, 2026 at a total cost of \$2,804,952.00.

CITY OF NEWBURGH
Services Agreement

This agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 (“City”), and Empress Ambulance Services LLC, a limited liability corporation, with an office address of 10 South White Street, Poughkeepsie, NY 12601 (“Contractor”).

WITNESSETH

WHEREAS, the City issued Request for Proposals #2-24 (the “RFP”) seeking proposals from qualified and experienced vendors with the capability to provide emergency medical and ambulance services to the City of Newburgh; and

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

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

WHEREAS, Contractor submitted a proposal in response to the RFP and has been determined to be qualified to provide such services; and

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform services work necessary to provide such emergency medical and ambulance services herein after referred to as “Services”.

WHEREAS, Contractor 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 – Scope of Work
Schedule B – Fees and Expenses

WHEREAS, the term shall begin on April 1, 2024 after receipt of a fully-executed Agreement by Contractor to the City.

NOW, THEREFORE, in consideration of the statements and conditions herein, the City does hereby engage Contractor to perform the Services and Contractor does hereby agree to perform the Services described herein. The City and Contractor:

1. DEFINITIONS

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

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- 1.1 Agreement: The Agreement executed by both the City and Contractor.
 - 1.2 Additional Services: A written authorization for services and work beyond the deliverables as provided by Section 2, Scope of Services.
 - 1.3 Advanced Life Support (ALS): Advanced services or skills provided by a paramedic certified and credentialed as approved and/or required by the State of New York and the Hudson Valley Regional Medical Services Council.
 - 1.4 Basic Life Support (BLS): Basic emergency medical services skills as authorized and/or approved by the State of New York and the Hudson Valley Regional Medical Services Council.
 - 1.5 City: The City of Newburgh.
 - 1.6 Claimant's Certification form: Documentation, including but not limited to an invoice, providing cost of the work and Contractor's request for payment.
 - 1.7 CAD: Computer Aided Dispatch.
 - 1.8 Contractor: The individual or entity represented who is identified on the signature line of the Agreement.
 - 1.9 Contract: Same as Agreement.
 - 1.10 Contract Documents: Requests for Proposals, Scope of Services, Cost Proposals, this Agreement, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the Services.
 - 1.11 EMS: Emergency Medical Services
 - 1.12 NYSDOH: New York State Department of Health
 - 1.13 NYSEMT: Certified EMT Level Emergency Medical Technician (NYSEMT-B)
 - 1.14 OCECC: Orange County Emergency Communications Center.
 - 1.15 Principal(s): The individual(s) of the Contractor authorized its behalf to act as signatories to agreements for the Services.

2. SCOPE OF SERVICES

- 2.1 Contractor shall render all services and furnish all materials and equipment necessary to provide the City with the Services and deliverables more specifically described in the Scope of Services in **Schedule A** in a timely and professional manner.

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- 2.2 Contractor shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work. All work required under this Contract shall be performed in accordance with these practices and any special requirements as may be described in **Schedule A**.
- 2.3 Upon receipt of a fully executed Agreement from the City, Contractor shall commence and complete work and services consistent the scope of services described in **Schedule A**.
- 2.4 Prior to the start of work and during the term of this Agreement, Contractor shall submit for approval by the City the names of any sub-contractor engaged by Contractor to perform work and the City's approval shall not be unreasonably withheld. Nothing in this Agreement shall create any contractual relationship between the City and any sub-contractor retained by the Contractor.
- 2.5 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Sections 3 and 4, below. In this instance, a change order or an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Article 2 and **Schedule A** (Scope of Services). Such work shall be considered Additional Services.
- 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Section 4 (Compensation).

4. COMPENSATION

- 4.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 4.2 Compensation for Contractor's Scope of Services shall be as described in **Schedule B**.
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- 4.3 For satisfactory performance of the Services or, as Additional Services may be approved by mutual written agreement or change order, the City agrees to compensate Contractor accordance with the fees and expenses as stated in **Schedule B**, which is attached to and is part of this Agreement. Contractor shall submit to the City a City Claimant's Certification form with invoice for Services rendered during the prior period, or as otherwise set forth in **Schedule B**, and prepared in such form and supported by such documents as the City may reasonably require. The City will pay the proper amounts due Contractor within sixty (60) days after receipt of a City Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify Contractor, in writing, of the City's reasons for objecting to all or any portion of the invoice submitted by Contractor.
- 4.4 At the conclusion of the term of this Agreement and the conclusion of any renewal term, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.5 All subcontractors and subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor or other subcontractor shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.6 Payment to Contractor is subject to the following audit rights of the City. All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the City. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the City upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City, the State of New York, the federal government, and/or other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

5. BOOKS AND RECORDS; RETENTION

- 5.1 Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during

normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

- 5.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Contractor shall be made available to the other party to this Agreement upon written request and without expense to such other party.

6. TERM; TERMINATION

- 6.1 The term of this Agreement shall be as follows.

6.1.1 The Agreement shall commence on April 1, 2024 and shall terminate on December 31, 2026, unless sooner terminated pursuant to the provisions of this Article 6.

- 6.2 This Agreement may be extended and renewed for another 2 year term upon the mutual, written agreement of the parties hereto.

- 6.3 The City may, in writing and in accordance with the notice provision in Article 8 (Miscellaneous Provisions) terminate this Agreement in whole or in part at any time (i) upon the failure of Contractor to comply with any of the terms or conditions of this agreement consistent with Article 8 (Penalties) of this Agreement, or (ii) upon the Contractor becoming insolvent or bankrupt.

- 6.4 Either party may terminate this Agreement for cause by providing at least thirty days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the thirty-day period consistent with Article Section 8 (Penalties) of this Agreement. Prior to terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision is Article 9 (Miscellaneous Provisions).

- 6.5 In the event the City terminates this Agreement or the Contractor terminates this Agreement in accordance with Section 6.4, the City shall pay to the Contractor full payment for services performed and expenses incurred under this Agreement as of the effective date of the termination consistent with the provisions of Article 4 (Compensation) and Article 8 (Penalties).

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

7. INSURANCE AND RISK MANAGEMENT

- 7.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.

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- 7.2 Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith including, without limitation, reasonable attorney fees and costs of litigation and/or settlement, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
- 7.3 The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. Contractor assumes the risk of and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Contractor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Contractor as an expert consultant specialist or subcontractor hereunder.
- 7.4 Contractor shall not commence work until the City has received evidence of the insurance required in this section and approved the same.
- 7.5 Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:
- 7.5.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.
- The minimum liability limits shall be as follows:
- | | |
|-------------|---|
| \$3,000,000 | General Aggregate |
| \$1,000,000 | Each Claim - combined single limit for bodily injury and property damage. |
- 7.5.2 Excess general liability policy providing \$10,000,000 per occurrence.
- 7.5.3 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.
- The minimum liability limits shall be as follows:
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\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

- 7.5.4 Workers' Compensation Insurance, shall include Employer Liability and other limits required under New York law.
- 7.5.5 Professional Liability Insurance (a/k/a Errors and Omissions insurance), if applicable, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.
- 7.5.6 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.
- 7.5.7 Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
- 7.5.8 The scope of coverage and deductible shall be shown on the certificate of insurance.
- 7.5.9 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.
- 7.5.10 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
- 7.5.11 Contractor shall notify the City in writing of any material change in insurance coverage.
- 7.5.12 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
- 7.5.12.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

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- 7.5.12.2 For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- 7.5.12.3 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.
- 7.5.12.4 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.
- 7.5.13 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
- 7.5.14 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.
- 7.5.15 If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.
- 7.5.16 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

8. PENALTIES

- 8.1 The City will enforce service and response time deficiencies in accordance with the provisions of this Article 8. The City may cite Contractor for any violation of the contract services and assess a monetary, performance, or abatement penalty, or any combination thereof. The Fire Chief may suspend time-based performance requirements during City-declared emergencies.
- 8.2 Monetary penalties
- 8.3 In the event of failure by the Contractor to meet the monthly response time criteria set forth in section E 2 of **Schedule A** of this agreement, the Contractor shall first exert every reasonable effort to remedy the non-compliance and notify the Fire Chief immediately of the non-conformance. Should the Contractor fail to meet the response time criteria in two consecutive months as determined by the Fire Chief, the Contractor

shall issue a check/funds to the City as a fine, in an amount equal to 5% of the calculated monthly fee.

8.4 Procedure

8.4.1 The Fire Chief or designee will be responsible for issuing notice of violation on a form.

8.4.2 Violation notices will be issued on a form specified by the Fire Chief and delivered to the Contractor by hand-delivery, first class mail and/or electronically to the individual designated to receive notices on behalf of the Contractor identified in Section 9.8.

9. MISCELLANEOUS

9.1 Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

9.2 Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

9.3 Contractor certifies compliance with providing a drug-free workplace.

9.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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- 9.5 Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 9.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 9.7 Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.
- 9.8 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.

9.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
attn.: Fire Chief
22 Grand Street
Newburgh, New York 12550

With copies to:

City Manager
83 Broadway
Newburgh, New York 12550

8.8.2 Notice served upon Contractor shall be delivered to:

Empress Ambulance Services
attn.: Michael Minerva
722 Nepperhan Ave
Yonkers, NY 10703

- 9.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such claim.

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- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 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.
- 9.14 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.

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[Signature and Acknowledgment Pages to Follow]

Signature Page
Agreement for Contractor Services
City of Newburgh with Empress Ambulance Services

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: _____, 2024

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 2024

EMPRESS AMBULANCE SERVICES

By: _____

Name: Robert J. Stuck

Title: Executive Director

SCHEDULE "A"

SCOPE OF SERVICES

Contractor shall provide the following:

A. Mandatory requirements

1. Maintain a New York State Department of Health Certificate of Need to operate ambulance service in the City of Newburgh, County of Orange, State of New York.
2. Participate in the Orange County Mutual Aid Plan and provide services pursuant to the terms and conditions stated therein.
3. Provide BLS and ALS ambulance services as required by New York State and the Hudson Valley Regional Emergency Medical Services Council and other applicable regulatory agencies.
4. BLS and ALS ambulance service 24 hours per day, 7 days per week, 365 days per year
5. At a minimum one (1) ALS Ambulance, staffed with one (1) NYSDOH Certified Paramedic Level Advanced Emergency Medical Technician and one (1) NYSDOH Certified EMT Level Emergency Medical Technician (NYSEMT-B) and one (1) BLS Ambulance staffed with two (2) NYSDOH Certified EMT Level Emergency Medical Technicians (NYSEMT-B) will be available for dispatch by City of Newburgh and Orange County 911 Emergency Communications Center.
6. All reasonable effort will be made to provide a minimum of one (1) ALS Ambulance to the scene of all structure fires in the City of Newburgh and stand by to assist fire service members.
7. A four (4) zone plan will be implemented that is consistent with the four zones utilized by the City of Newburgh Fire Department.
8. Dispose of all hazardous material consistent with applicable Federal and New York State laws and regulations
9. Manage controlled substances consistent with and according to Federal and New York State laws, rules and regulations.

B. Vehicles and Equipment

1. All ambulances will satisfy Federal, New York State and Hudson Valley Regional Emergency Medical Services minimum standards. Each ambulance responding in the City will be equipped and maintained in accordance with the State of New York and Hudson Valley Regional Emergency Medical Services Council Guidelines for EMS transport vehicles.
2. All ambulances will be maintained in accordance with the warranty maintenance specifications of the vehicle manufacturer. Records shall be kept for all maintenance and repair work and shall be made available to the City upon request.
3. All maintenance costs shall be the responsibility of the contractor. All bio-medical equipment and by-products will be maintained, stored, and disposed of in accordance with industry standards.
4. Each ambulance unit shall be equipped with the required medical supplies, medications, bandages, splints, airway and suction equipment, oxygen and other supplies and disposable goods in sufficient quantities and as required by State of New York and Hudson Valley Regional Emergency Medical Services Council.

-
5. All ambulances used in the City of Newburgh will have operational Automatic Vehicle Locator and navigation devices with remote access provided to the Fire Chief and/or the Chief's designee, and Fire Department Dispatch, to allow access to real-time location data.

C. Dedicated Service within City Limits / Vehicle Location

1. Continue to maintain vehicles at the base station located at 69 Dickson Street, Newburgh, NY
2. Collaborate with the City and Newburgh Fire Department on the best posting locations within the four zone system utilized by the Fire Department.
3. Coordinate with Orange County and New York State EMS officials and other transport agencies and healthcare facilities to provide additional support and mutual aid with units not usually assigned to the City during catastrophe or other large-scale casualty events.
4. Use best efforts to provide mutual aid from all available resources during periods of increased call volume.

D. Personnel / Staffing

1. Contractor will employ staff in sufficient number and qualifications to satisfy applicable Federal, New York State, and Hudson Valley Regional Medical Advisory Council certifications, credentials and qualifications.
2. All personnel participating in the program will be routinely required to demonstrate a clear understanding of and proficiency in system operations, industry standard, state, and local protocol, and surrounding area geography.
3. All personnel operating within the City's system shall be fully trained and maintain all applicable certifications for providing emergency medical services and pre-hospital care.

E. Dispatch / Response / Radio Communications

1. Comply with response priorities determined by the Orange County Emergency Communications Center based on the dispatch codes approved by the Orange County EMS Medical Director.
2. Response Time Requirements applicable to the dedicated units:
 - a. For each response presumptively determined to be Priority 1 (Echo) or 2 (Delta) a unit will be on scene within 8 minutes and 59 seconds at 90% reliability for all assignments, in the City of Newburgh Fire Department Service Area. At no time shall the response time exceed 15 minutes for the remaining 10% of the calls.
 - b. For each response presumptively determined to be Priority 3 (Charlie) a unit will be on scene within 10 minutes 59 seconds at 90% reliability for all assignments, in the City of Newburgh Fire Department Service Area.
 - c. For each response presumptively determined to be Priority 4 (Alpha/Omega) a unit will be on scene within 14 minutes 59 seconds, at 90% reliability for all assignments, in the City of Newburgh Fire Department Service Area.

3. Response Time Methodology:

- a. Time Intervals: System response times are measured from the time the call is received by the Contractor until the first arriving transport capable unit or Paramedic first response unit is on scene.
- b. Emergency response times shall be measured from the time the Contractor is notified by CAD that its services are required at a particular location until unit arrival at the incident location by the contractor's first arriving transport capable unit or Paramedic first response unit. All data points must meet National EMS Information System (NEMIS) standards. The time stamp that will be used is the time that the vehicle is assigned the marker referred to as "assigned" in the CAD system.
- c. Arrival at the incident location means the moment the first transport capable unit or paramedic first response unit is parked to allow the crew to exit to approach the patient. In situations where the transport capable unit or paramedic first response unit has responded to a location other than the scene (e.g., staging areas for hazardous materials or violent crimes in progress) arrival at scene shall be the time the transport capable unit or paramedic first response unit arrives at the designated staging location.
- d. In instances when the transport capable unit or paramedic first response unit fail to report "at scene," the time of the next communication with the ambulance shall be used as the "at scene" time. However, Contractor may appeal such instances when it can document the actual arrival time through another means (e.g., GPS data or MDT records).
- e. Ability to downgrade responses: Contractor may utilize a first-responding paramedic on scene with the patient to downgrade a response from Priority 1 or 2 to incur the BLS (Priority 4) performance requirement provided the patient does not require ALS services. For events in which the Fire Department co-responded and a Paramedic first response unit is the first-arriving Ambulance vehicle, the paramedic will assume primary patient care responsibilities. Under no circumstances shall a paramedic release care to the BLS first responding Fire Company. A fire company will not be unduly held on scene waiting for a transport unit. All instances are to be reviewed by the Contractor's Medical Director and will be made available to the Newburgh Fire Department Medical Director upon request.
- f. Contractor will also report the time "at patient" defined as the time when the EMS vendor begins assessing the patient or for multi-patient incidents, the initiation of patient triage.
- g. Contractor may cancel a call prior to arrival only in accordance with approved medical protocols and based on information received from first response units on scene or the OCECC. If an assignment is cancelled prior to arrival on the scene, Contractor's compliance will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.
- h. Contractor shall not be held accountable for emergency response time compliance for any assignment outside the limits of the City of Newburgh Fire Department response area.

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- i. Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving unit will be used to compute the response time for the incident.
 - j. Response Time Exceptions and Exception Requests: Contractor shall maintain the ability for backup capacity, to rapidly put into service reserve ambulance units during periods of high demands or temporary system overload. Any additional units outside of the 2 dedicated ambulances are not subject to the response time criteria.
 4. Responsible for the cost and maintenance of all Computer Aided Dispatch (CAD) and radio equipment
 5. Requests for emergency medical care shall be made directly to the agency using a nationally recognized EMDS.
 6. The Contractor's CAD system will be used to record dispatch information for all ambulance activities. The contractor's CAD time system shall include the date, hour, minutes, and seconds. All radio and telephone communications, including pre-arrival instructions and time track, shall be recorded electronically, and kept for a minimum of 180 days. The contractor's dispatch system shall connect to the OCECC CAD for recording response data. The Contractor shall be capable of providing the following to the OCECC:
 - a. Electronic data of every response.
 - b. Color-coded prioritization of deployment planning, display of calls received for responses pending, responses in progress, and status of ambulance resources available for service.
 - c. Continuous display of unit time in each response status.
 - d. Immediate recall on any current or previous response for inquiry by date, incident number, or location.
 - e. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation; and
 - f. The Contractor will be responsible for working with the OCECC to maintain continuous communication with dispatched assets.

F. Administration / Billing / Data / Reporting

1. Contractor will provide detailed and periodic reporting as follows:
 - a. Operational and Clinical Reporting Requirements: On or before the 10th day of each month, Contractor shall provide reports detailing its performance during the preceding month as it relates to clinical and operational performance as specified herein. The contractor will rely on CAD data in generating its response time reports. Reports will include citywide, and individual zone/priority data for response time analysis.
 - b. At a minimum, the following will be provided by the contractor in operational monthly reports:
 - i. Total responses (per incident, not number of units that responded)
 - ii. Total patients transported
 - iii. Total cancelled calls
 - iv. Total patient refusals
 - v. Distribution of responses by time of day and day of week

-
- vi. Response time summary for all responses, by priority, for all four zones
 - c. Clinical Performance reports shall be submitted every three months in a manner specified by the City's Medical Director but will not exceed the clinical care performance metrics identified by the Hudson Valley Regional EMS Council.
 - d. The contractor will institute and maintain an Electronic Patient Care Reporting (E-PCR) system.
 - e. Contractor will be responsible for training all personnel in the use of the E-PCR system.
 - f. Contractor shall ensure that the E-PCR system is compatible with regional and state reporting requirements and upload PCRs to the Greater Newburgh Regional Health Information Organization.
2. Records and access: Upon City request, Contractor will provide the City with access to records and documentation pertinent to the operational oversight which could include but may not be limited to the following:
- a. Training, orientation, and evaluation of personnel
 - b. Work schedules
 - c. Clinical and quality improvement issues
 - d. Certifications
 - e. Dispatch logs
 - f. Vehicle maintenance records
 - g. Vehicle accident investigation documentation
3. Contractor will be responsible for billing all patients for the ambulance services consistent with all Federal and New York State laws, rules, regulations, and procedures applicable to EMS billing.

**SCHEDULE “B”
FEES AND EXPENSES**

One (1) dedicated ALS Ambulance, 24 hours a day, 7 days a week, staffed with one NYSDOH Certified Paramedic Level Advanced Emergency Medical Technician and one NYSDOH Certified EMT Level Emergency Medical Technician (NYSEMT-B) and One (1) dedicated BLS Ambulance 24 hours a day, 7 days a week, staffed with two NYSDOH Certified EMT Level Emergency Medical Technicians (NYSEMT-B).

April 1, 2024 – December 31, 2024:	\$731,250.00
January 1, 2025 – December 31, 2025:	\$1,011,562.00
January 1, 2026 – December 31, 2026:	\$1,062,140.00

RESOLUTION NO.: _____ - 2024

OF

APRIL 8, 2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN ADDENDUM TO A LICENSE AGREEMENT WITH CORNERSTONE FAMILY
HEALTHCARE TO ALLOW ACCESS TO CITY-OWNED PROPERTY KNOWN AS
151 LIBERTY STREET (SECTION 30, BLOCK 5, LOT 21.1) FOR ACCESS AND
EQUIPMENT STAGING RELATED TO CONSTRUCTION OPERATIONS AT
PROPERTY LOCATED AT 100 BROADWAY (SECTION 30, BLOCK 5, LOT 24)**

WHEREAS, by Resolution No. 96-2023, the City of Newburgh authorized entry into a license agreement with Cornerstone Family Healthcare to allow access to City-owned property located at 151 Liberty Street for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway; and

WHEREAS, the License Agreement expired on December 14, 2023 and Cornerstone Family Healthcare has requested an extension of the term of the license agreement through Sunday, June 14, 2024; and

WHEREAS, the City Council of the City of Newburgh finds that extending the term of the license agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached addendum to extend the term of the license agreement with Cornerstone Family Healthcare until June 15, 2024 to allow the continued use of and access to City-owned property located at 151 Liberty Street for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway.

ADDENDUM TO LICENSE AGREEMENT

THIS ADDENDUM TO LICENSE AGREEMENT OF LEASE (“Addendum”), made as of this _____ day of April, 2024, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City” or “Licensor”) and Cornerstone Family Healthcare, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518 (“Licensee”).

WITNESSETH:

WHEREAS, Licensor and Licensee executed a License Agreement on June 14, 2023 for license or privilege of gaining access to City-owned property identified as 151 Liberty Street, Newburgh, New York (Section 30, Block 5, Lot 21.1) (hereafter “Property”), as well as the ability to store and stage materials at the Property in support of construction operations at the property known as 100 Broadway; and

WHEREAS, the License Agreement expired on December 14, 2023 and Licensee desires to continue to access and use of the Property to continue construction operations at the property known as 100 Broadway; and

WHEREAS, the parties desire to continue the terms of the License Agreement for a period of time to review the Project;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The renewal term set forth in Section 2 of the License Agreement shall be extended to June 15, 2024.
2. All other terms and conditions set forth in the License Agreement shall remain in full force and effect during the Amended Term of License.

IN WITNESS WHEREOF, the Licensors and Licensee have duly executed this Addendum to License Agreement as of the day and year first above written.

THE CITY OF NEWBURGH
LICENSOR

CORNERSTONE FAMILY HEALTHCARE
LICENSEE

By: _____
Todd Venning, City Manager
Per Resolution No.: _____-2024

By: _____
David Jolly
President and CEO

Approved as to form:

MICHELLE KELSON
Corporation Counsel

JANICE GASTON
City Comptroller



CATANIA, MAHON & RIDER, PLLC

ATTORNEYS AT LAW

JOSEPH A. CATANIA JR.*
RICHARD M. MAHON
MICHELLE F. RIDER, CPA
PAUL S. ERNENWEIN
JOSEPH G. McKAY
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JAMES S. ARRABITO (NJ)
CHRISTOPHER J. WHITTON **
ADAM J. THOMAS
KATHERINE E. KRAHULIK

(ALSO ADMITTED IN)
* Of Counsel
** Special Counsel

Writer's Direct No.
(845) 569-4377

Writer's E-Mail
jfurst@cmrlaw.com

March 20, 2024

Delivered via email and Regular Mail: jkaufman@cityofnewburgh-ny.gov

Jeremy Kaufman
Assistant Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

RE: License for Access, Staging and Storage Agreement (the "Agreement")
Cornerstone Family Healthcare (Cornerstone) and the City of Newburgh (City)
151 Liberty Street
Our File No.: 13330-60799

Dear Jeremy,

As per our discussion last week, please allow this letter to serve as Cornerstone's official request to renew and extend the term of the above referenced Agreement. The term of the Agreement was up on December 14, 2023. However, Cornerstone's contractor still needs use of the license area for access, staging and storage. Unfortunately, the work has been slowed down due to unforeseen delays. Attached is a detailed construction update from Dave Jolly of Cornerstone. The project is 90% complete and Cornerstone anticipates requesting certificates of occupancy in May of 2024. Mr. Jolly has also prepared a detailed timeline for completion, which is also attached.

Given the above, Cornerstone would like to extend the Agreement until June 14, 2024. That should provide the contractor more than enough time to finish the work. Cornerstone is excited about finally being able to open its facility on Broadway. Once opened, Cornerstone's facility will be able to provide medical and health services to the residents of the area.

CATANIA, MAHON & RIDER, PLLC

Jeremy Kaufman
March 20, 2024
Page 2

If the City prefers that Cornerstone (and/or its contractor) personally explains the reason for the additional time, we would be happy to meet with City officials. Cornerstone appreciates all the assistance provided by the City to date and its looks forward to working with the City in the future.

Very truly yours,



JOHN W. FURST

Cc: Cornerstone
Standback General Contractors., LLC

JWF/jlm/2456542

Pursuant to IRS Regulations, any tax advice contained in this communication or attachments is not intended to be used and cannot be used for purposes of avoiding penalties imposed by the Internal Revenue Code or promoting, marketing or recommending to another person any tax related matter.



March 20, 2024

Catania, Mahon & Rider, PLLC
Attn: John Furst, Esq.
641 Broadway
Newburgh, NY 12550

Dear Mr. Furst,

I am writing to provide you with an update on the construction progress at 100 Broadway, Newburgh NY 12550, and to request your assistance in communication with the City of Newburgh in an effort to grant Cornerstone an extension on the license agreement provided at the onset of project.

As of today, March 20, 2024, the construction project at 100 Broadway is approximately 90% complete. While we had initially aimed for completion by January 2024, unforeseen delays have impacted our timeline. However, I am pleased to report that all major construction work has been finished.

The remaining tasks primarily involve finishing work, including final testing/certifications, fixture installation, flooring finishing, door panel window installation, final elevator certification, as well as dental and medical equipment installation. A project timeline has been enclosed, outlining current and future work time frames.

Several factors have contributed to these delays, with the most significant being challenges related to accessing specific supplies and equipment. These issues, in turn, have caused delays in labor, compounding the overall project timeline.

Despite these challenges, we remain optimistic about the project's completion. We anticipate wrapping up all remaining tasks before the end of April, which would allow us to proceed with requesting a certificate of occupancy in May 2024.

In light of these circumstances, we kindly request an extension of the license agreement granted to Cornerstone for the use of City property for an additional six months, as outlined in the agreement provided in 2023. Given the unforeseen delays and our commitment to completing the project efficiently and in compliance with all regulations, we believe this extension is warranted.

Thank you for your understanding and cooperation in this matter. If you require any further information or clarification, please do not hesitate to contact me.

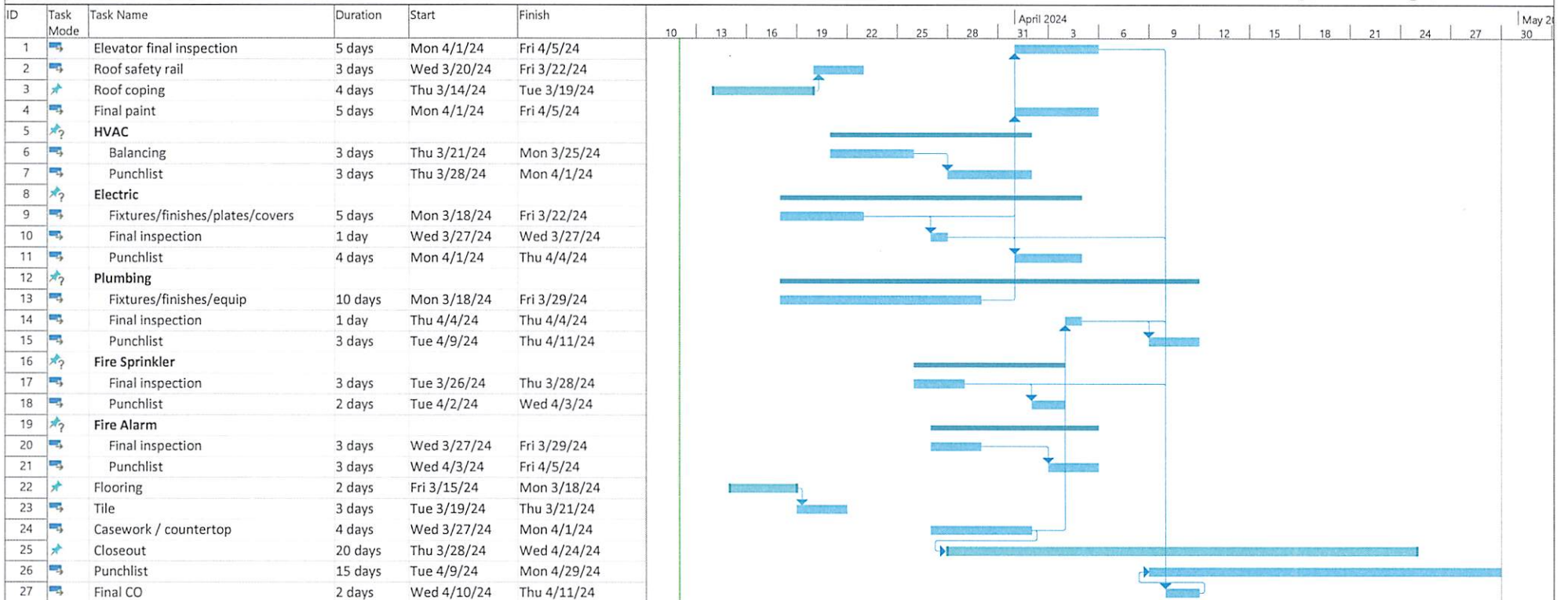
Respectfully

A handwritten signature in black ink, appearing to read "D. Jolly", with a stylized flourish at the end.

David Jolly
Chief Executive Officer

Cornerstone Family Healthcare

100 Broadway, Newburgh, NY 12550



RESOLUTION NO.: 96 - 2023

OF

MAY 22, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH CORNERSTONE FAMILY HEALTHCARE TO ALLOW
ACCESS TO CITY-OWNED PROPERTY KNOWN AS 151 LIBERTY STREET (SECTION
30, BLOCK 5, LOT 21.1) FOR ACCESS AND EQUIPMENT STAGING RELATED TO
CONSTRUCTION OPERATIONS AT PROPERTY LOCATED AT
100 BROADWAY (SECTION 30, BLOCK 5, LOT 24)

WHEREAS, Cornerstone Family Healthcare has requested access to a portion of City-owned property known as 151 Liberty Street, being more accurately described as Section 30, Block 5, Lot 21.1 on the official tax map of the City of Newburgh, for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway (Section 30, Block 5, Lot 24); and

WHEREAS, such access to the City-owned property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same 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 enter into the attached license agreement with Cornerstone Family Healthcare to allow access to City-owned property located at 151 Liberty Street for the purpose of staging equipment, tools, machinery and other materials for construction operations at the property known as 100 Broadway.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held May 22, 2023
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 22 day of May 2023

City Clerk

LICENSE AND ACCESS, STAGING AND STORAGE AGREEMENT

This License and Access, Staging and Storage Agreement ("Agreement") is entered into this 14 day of June, 2023 (the "Execution Date"), by and between the City of Newburgh, New York (the "City" or the "Licensor"), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and Cornerstone Family Healthcare, a not-for-profit corporation duly organized and existing under the laws of the State of New York, having a principal place of business at 2570 Route 9W, Suite 10, Cornwall, New York 12518, and where Licensor and Licensee are collectively referred to herein as the "Parties".

WHEREAS, the Licensee is the owner of property known as 100 Broadway, Newburgh, New York (Section 30, Block 5, Lot 24); and

WHEREAS, the Licensee, including its contractors or agents, proposes to perform construction operations under permit(s) duly authorized and issued by the City of Newburgh at 100 Broadway (hereafter "Property"); and

WHEREAS, for the purpose of conducting such construction operations, Licensee requests access across City-owned property known as 151 Liberty Street, Newburgh, New York (Section 30, Block 5, Lot 21.1) (hereafter "City Property"), as well as the ability to store and stage materials, and the City agrees to provide such access, staging and storage rights to the Licensee on the City Property, subject to the conditions provided below, to allow the Licensee to perform its construction operations at the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access, Staging and Storage. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, a portion of the City Property as more fully outlined in Exhibit A, for the purpose of accessing the rear of the Property, and for storing and staging equipment and materials related to Licensee's construction operations on a portion of the City Property (the "Right of Access, Staging and Storage"). Licensee's Right of Access, Staging and Storage applies to Licensee's employees, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of Access, Staging and Storage does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.
2. Term. This Agreement shall commence on execution and expire and terminate on the earlier of (a) the completion of the Project by the Licensee or (b) no later than 6 months from the Execution Date, unless modified by the Parties as set forth in Section 11 of this Agreement.
3. Activities to be Performed on the City Property. In order to complete the Project, Licensee's activities will include, but will not be limited to, (a) storing and staging equipment and

materials related to Licensee's construction operations at the Property as listed in Exhibit A (the "Activities").

4. Conditions of Access.

- 4.1. Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to City-owned infrastructure, including but not limited to water, sewer, electrical, and communication utilities. Licensee shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.
- 4.2. Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that require all contractors and subcontractors to carry out construction related activities during the hours permitted in City Code Section 139-10 Time of Operations, unless otherwise authorized in advance by Licensor in writing.
- 4.3. Licensor Access. Licensor reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City's infrastructure.
- 4.4. Release of Liability for Environmental Contamination. Licensee shall release the Licensor of any responsibility for environmental contamination that Licensee may cause during construction operations on City Property. Furthermore, Licensee agrees to comply with all current environmental regulations and agrees in general to follow all best management practices while operating on the City Property.
- 4.5. Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for any utility markouts on City Property, if applicable. Licensee further represents that it will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Project. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Project are Dig Safely New York 811 Certified Excavator.
- 4.6. Construction Performance Bond. Licensee shall furnish Licensor with a performance bond, in an amount of \$10,000.00, which shall guarantee complete compliance by Licensee with the terms and conditions of this Agreement and the faithful performance of all required obligations. Bonds may be in the form of surety bond, cash, cashier's check, or letter of credit. Surety bonds must be written by a surety company authorized to do business in the State of New York. Bonds will be retained for 120 days after Licensee's notice of the earlier of: (a) completion of Activities; or (b) the expiration of the Term as defined in Section 2. Letter(s) of credit are acceptable provided that it is payable "on demand" by the City.

4.7. Approval of Plans. Not applicable.

4.8. Restoration. Upon completion of the Project, Licensee will restore the City Property as near as practicable to its condition immediately prior to the commencement of the Project. Any soil disturbances and embankment slopes shall be restored and stabilized.

4.9. Special Considerations Specific to License.

4.9.1. Licensee shall not excavate or disturb the site cap on City Property.

4.9.2. Licensee shall only utilize the existing curb cut entrance at Liberty Street to access and exit City Property.

4.9.3. Contractor is specifically noticed that this License does not authorize access to the adjacent, privately-owned parcel known as 10 Chambers Street.

4.9.4. Contractor shall obtain dumpster permit(s) from Licensee pursuant to a separate dumpster permit application to the Department of Public Works.

4.9.5. Licensee shall pay to Licensor a non-refundable license fee in the amount of two thousand five hundred and 00/100 dollars (\$2,500.00).

5. Insurance and Bond.

5.1. Licensee shall not permit any contractor or subcontractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been submitted to the Licensor.

5.2. Workers' Compensation and Disability Benefits Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation and Disability Benefits Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

5.3. General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, and property damage in an amount not less than \$2,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensor and shall also name the Licensor as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

5.4. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and consultants, Licensee and such agents, contractors and consultants shall provide and

maintain insurances as required by this Section and include the City of Newburgh as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

- 5.5. Licensors shall require Licensee to furnish a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of this License, including but not limited to restoration efforts contemplated in Section 4.8. Licensors shall have the exclusive right to determine the type and amount of security.
6. Compliance with Laws. Licensee shall comply with federal, state and local laws applicable to any activity in which Licensee engages while Licensee is on the City Property.

7. Representations.

7.1. Licensors.

- 7.1.1. In consideration of the commitments and obligations made by the Parties in this Agreement, Licensors represents that it has received payment in the amount of one (1) dollar as of the Execution Date.
- 7.1.2. Licensors represents that it has the power and authority to grant the License and Right of Access, Staging and Storage described in this Agreement. Licensors further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors and consultants that may be contracted by the Licensors to perform any future maintenance or infrastructure work on the City Property, so as to avoid or minimize interference with the Project.
- 7.1.3. Licensors represents and ensures that Licensee will have access to cross over the City Property and stage and store equipment in designated equipment staging and storage areas on the City Property, which area is shown in Exhibit A, for the purposes set forth in this Agreement. In no case shall any equipment or material block access to any infrastructure (i.e. manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensors.

7.2. Licensee.

- 7.2.1. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has fully executed access agreements over all other lands as necessary to gain access to the City Property, and such access agreements shall be maintained for the duration of this Agreement.
8. Assignment and Delegation. Licensee may delegate some, or all, of its duties under this Agreement to its contractor, Standback General Contractors, LLC, a domestic limited liability company, having an address of 1161 Little Britain Road, New Windsor, New York 12553. Notwithstanding the above, Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensors.

9. Sale, Lease, or Other Conveyance of City Property. Licensor agrees that if any portion of Licensor's right, title, or interest in any portion of the City Property is sold, leased, or conveyed, that Licensee's Right of Access, Staging and Storage and all other obligations and commitments of the Parties as established by this Agreement, shall be included in or attached to the deed, lease, or other conveyance document. Licensor agrees that Licensee's Right of Access, Staging and Storage shall be binding upon all subsequent owners. If, for any reason, Licensor fails to include Licensee's Right of Access, Staging and Storage in a subsequent sale, lease, or other conveyance of any part of the Property, then Section 10 of this Agreement shall be void and of no further force and effect.
10. Indemnity. Licensee agrees to indemnify and hold harmless the Licensor from any and all claims, damages, suits, actions, proceedings, losses and expenses, including those claims arising from environmental contamination as set forth in paragraph 4.4 (collectively, referred to as "claims") which may be incurred or awarded against the Licensor or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licensor or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licensor for its concurrence. Licensor agrees to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licensor or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.
11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.
12. Termination. Licensor may terminate this Agreement for cause at any time with 10 days' written notice to Licensee. If Licensor exercises its right to terminate, Licensor agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Project in accordance with this Agreement.
13. General Provisions.
- 13.1. Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.
- 13.2. Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.

13.3. Entire Agreement. This Agreement, together with Exhibit A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

13.4. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature Page to Follow.]

Signature Page


License Agreement :: City with Cornerstone Family Healthcare

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

WITNESSETH:

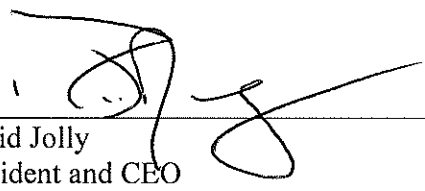
THE CITY OF NEWBURGH
LICENSOR

By:



TODD VENNING, City Manager
Per Resolution No.:

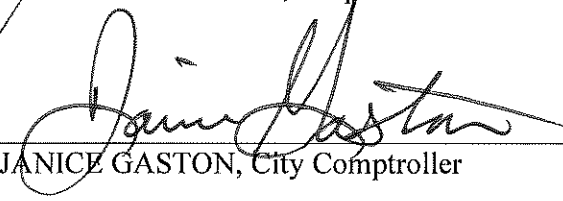
CORNERSTONE FAMILY HEALTHCARE
LICENSEE

By:


Name: David Jolly
Title: President and CEO

Approved as to form:


MICHELLE KELSON, Corporation Counsel


JANICE GASTON, City Comptroller





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2023

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 have ADDITIONAL INSURED provisions or 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 Marshall & Sterling, Inc. 110 Main Street Poughkeepsie NY 12601	CONTACT NAME: Nicole Mastromonica PHONE (A/C, No, Ext): (845) 454-0800 FAX (A/C, No): (845) 454-0880 E-MAIL ADDRESS: nmastromonica@marshallsterling.com																					
INSURED Standback General Contractors LLC 1161 Little Britain Rd New Windsor NY 12553	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>American Family Home Ins Co</td><td>23450</td></tr><tr><td>INSURER B:</td><td>Berkley Insurance Company</td><td>32623</td></tr><tr><td>INSURER C:</td><td>Southern Insurance Company</td><td>19216</td></tr><tr><td>INSURER D:</td><td>Great Divide Ins. Co</td><td>25224</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Family Home Ins Co	23450	INSURER B:	Berkley Insurance Company	32623	INSURER C:	Southern Insurance Company	19216	INSURER D:	Great Divide Ins. Co	25224	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2332136213**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		88A5CP000006900	03/24/2023	03/24/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			88A5CA000089400	03/24/2023	03/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKC1110019400	03/24/2023	03/24/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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 <input checked="" type="checkbox"/> Y	N/A		OWC1009159	03/24/2023	03/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution/Professional Liability			CPP203992710	03/24/2023	03/24/2024	Aggregate Limit 2,000,000 Each Claim 1,000,000 Retention 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Newburgh is an additional insured if required by written contract.

WC in all states except ND, OH, WA, WY.

See page 2 of Certificate of Insurance for applicable forms based on the coverage reflected above.

CERTIFICATE HOLDER**CANCELLATION**

Cornerstone Family Healthcare 2570 Route 9W Ste 10 Cornwall NY 12518	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
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Marshall & Sterling, Inc.		NAMED INSURED Standback General Contractors LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Following forms applicable when described on Page 1 of the Certificate of Insurance:

General Liability:

CG 20 01 04 13 Primary and Noncontributory - Other Insurance Condition
 CG 20 10 04 13 Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization (Where required by written contract when no specific form or edition date is specified)
 CG 20 10 07 04 Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization (Where required by written contract, but only where the CG 2010 07/04 or its equivalent is specifically required)
 CG 20 10 10 01 Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization (Where required by written contract, but only where the CG 2010 10/01 or its equivalent is specifically required)
 CG 20 12 04 13 Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (As required by written contract)
 CG 20 32 04 13 Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured (As required by written contract)
 CG 20 33 04 13 Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You
 CG 20 37 04 13 Additional Insured - Owners, Lessees or Contractors - Completed Operations (Where required by written contract when no specific form or edition date is specified)
 CG 20 37 07 04 Additional Insured - Owners, Lessees or Contractors - Completed Operations (Where required by written contract, but only where the CG 2037 07/04 or its equivalent is specifically required)
 CG 20 37 10 01 Additional Insured - Owners, Lessees or Contractors - Completed Operations (Where required by written contract, but only where the CG 2037 10/01 or its equivalent is specifically required)
 CG 24 04 05 09 Waiver of Transfer of Rights of Recovery Against Others To Us (As required by written contract)
 CG 24 14 04 13 Waiver of Governmental Immunity
 CG 24 17 10 01 Contractual Liability - Railroads (All railroads, All projects)
 CG 25 03 05 09 Designated Construction Projects General Aggregate Limit (Per Project)
 CG 25 04 05 09 Designated Location(s) General Aggregate Limit (Per Location)
 GL2045 06 14 Commercial General Liability Enhancement:
 -Additional Insureds - Managers Or Lessors, Lessors Of Equipment, Governmental Agencies Or Political Subdivisions, Mortgagee, Assignee Or Receiver

Automobile:

AU 20 43 01 18 Construction Auto Extension Endorsement
 CA 04 44 10 13 Waiver of Transfer of Rights of Recovery (As required by written contract)
 CA 04 49 11 16 Primary and Noncontributory - Other Insurance Condition
 CA 20 48 02 99 Designated Insured (As required by written contract)

Umbrella Liability:

CU 24 03 09 00 Waiver of Transfer of Rights of Recovery Against Others to Us (As required by written contract)
 CU 84 22 11 18 Per Project Aggregate Limit of Insurance
 CU 84 24 11 18 Primary and Noncontributory Endorsement (As required by written contract)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION NO.: ____ - 2024

OF

APRIL 8, 2024

**RESOLUTION AUTHORIZING AN AGREEMENT WITH FABHAUS INC.
FOR THE FABRICATION OF SCULPTURAL BICYCLE RACKS
IN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 228-2021 of September 27, 2021, the City of Newburgh was awarded a State and Municipal Facilities Capital Program Grant, administered through the Dormitory Authority of the State of New York in the amount of \$50,000.00, with no match required, to fund the fabrication of sculptural bicycle racks; and

WHEREAS, by Resolution No. 130-2022 of May 23, 2022, the City of Newburgh approved an agreement with the Orange County Arts Council for the purpose of creating 6 awards to selected artists for the design of six (6) bicycle racks, for the benefit of the City of Newburgh and its residents; and

WHEREAS, the City of Newburgh, with the Arts and Cultural Commission, solicited proposals from qualified fabricators to manufacture the sculptural bike racks as designed, and FABHAUS Inc. was determined to be the best qualified to provide the fabrication services; and

WHEREAS, the costs of the fabrication services will not exceed \$48,870.00 with funding derived from budget line CG5681.0208.3403.2025; and

WHEREAS, this Council has reviewed the contract with FABHAUS Inc., annexed hereto, and finds that entering into said contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with FABHAUS Inc. at cost not to exceed \$48,870.00 for fabrication services of sculptural bike racks as funded by the State and Municipal Facilities Capital Program Grant and administered through the Dormitory Authority of the State of New York.

SUBRECIPIENT AGREEMENT
2022 DASNY STATE AND MUNICIPAL FACILITIES PROGRAM
GRANT CITY OF NEWBURGH, WITH FABHAUS

This subrecipient agreement (“Agreement”), by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the “City”) and **FABHAUS**, a for-profit corporation having its principal place of business at 26 Liberty Street, Newburgh, NY12550 (“Subrecipient”), is made this dated as of _____, 2024, as follows:

RECITALS

- A. The City was awarded funds under the State and Municipal Facilities Capital Program Grant program (“Grant”) administered by the Dormitory Authority of the State of New York (DASNY) (referred to herein as “Grantor”).
- B. The City has been duly designated to carry out activities authorized by the terms of the Grant, specifically to fabricate sculptural bike racks in the City of Newburgh prepare.
- C. Subrecipient has applied to work with the City in an effort to perform the services contained in paragraph B above, in a manner more specifically set forth in **Schedule A and Schedule B**, attached hereto and made a part of this Agreement.
- D. Subrecipient has also submitted a reasonable budget to perform the services contained in paragraph B above, also more specifically set forth in **Schedule C**.
- E. In addition to the terms and conditions in this Agreement, Subrecipient has agreed to additional terms and conditions as required by the Grantor, more specifically set forth in **Schedule D**, attached hereto and made a part of this Agreement. In the event of a conflict between the body of this Agreement and Exhibit D, the provisions in Exhibit D shall govern.
- F. The City has identified Subrecipient as competent, willing, and able to perform the services contained in their proposal, and now wishes to engage the Subrecipient to carry out the objectives of the DASNY State and Municipal Facilities Program Grant as stated in the Grant Disbursement Agreement with the Grantor.

NOW, THEREFORE, the City, and the Subrecipient, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I SPECIFIC TERMS OF AGREEMENT

- 1. The City hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are as shown in **Schedule A**. In its performance of subaward work, Subrecipient shall be independent entities and not employees or agents of the City.

2. Subrecipient shall be solely responsible for securing goods, services, and any other accommodations necessary to provide the work product contemplated herein.
3. Subrecipient will perform all Services. Services shall not be performed by any other person, entity, agency, affiliate, subconsultant or subcontractor unless approved by the City in writing. Subrecipient shall remain responsible for the performance of all of their obligations under this Agreement, and for the performance by all third parties providing Services herein. Any Agreement between Subrecipient and a permitted subconsultant must contain terms and provisions consistent with those contained in this Agreement.
4. Prior to the start of work, Subrecipient shall submit for approval by the city the names of any and all third party subconsultant firms and key individuals proposed for the project 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 Subrecipient 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 Subrecipient.
5. As consideration for the work product provided, and after the work product has been provided to the City, the City shall pay Subrecipient a sum of **forty-eight thousand eight hundred seventy and 00/100 dollars (\$48,870.00)**, said sum being a part of grant award to the City by Grantor.

ARTICLE II PAYMENT

1. Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this Agreement that the Agreement of the City to fund the subaward, shall be deemed executory to the extent that grant monies are available to it for the purpose of carrying out the terms of this subaward and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this Agreement.
2. Total payment under this Contract shall not exceed **forty-eight thousand eight hundred seventy and 00/100 dollars (\$48,870.00)** as payment for all eligible services incurred by Subrecipient.
3. The City may withhold any payment whenever the Subrecipient fails to achieve their program goals for the vouchered expenditure period.

ARTICLE III METHOD OF PAYMENT

1. Within thirty (30) days of the execution of this Agreement, and on a quarterly basis thereafter for the term of this Agreement, the City shall pay Subrecipient eligible reimbursable costs.

2. Payment for services shall cease upon termination of the Agreement or upon the payment of the amount stated in Article II(2), whichever occurs first. All payments for services are to be made from grant funds.
3. The City shall reimburse Subrecipient not more often than quarterly for allowable costs. All invoices and questions concerning invoices, receipts, or payments should be directed to the City of Newburgh Comptroller, 83 Broadway, 4th Floor, Newburgh, New York 12550.
4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date commensurate of the project period specifically set forth in Schedule D. The final statement of costs shall constitute Subrecipient's final financial report.
5. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Subrecipient.

ARTICLE IV TERMINATION

1. Either party may terminate this agreement with thirty days written notice to the parties listed in Article XVI in the manner provided therein. Upon receipt of notice of termination, the Subrecipient agrees to cancel, prior to the effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.
2. In the event of termination as herein provided, any completed reports prepared by Subrecipient under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City, and such records shall be submitted to it.
3. In the event of termination, Subrecipient shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Subrecipient, the City may withhold from any payments due the Subrecipient for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by Subrecipient.

ARTICLE V NO ASSIGNMENT

1. Subrecipient represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City.

ARTICLE VI BOOKS AND RECORDS; REPORTS

1. Subrecipient 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 City or the Grantor shall have access to the Records during normal business hours at an office 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.

2. Subrecipient shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Subrecipient shall also submit reports identifying prescribed activities funded under this Agreement upon request by the City while this Agreement is in effect.

ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Subrecipient, in the course of performance hereunder, obtain access to information, data or records deemed confidential by the City, Subrecipient shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Subrecipient agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:
 - a. was known to Subrecipient prior to receipt from the City, as evidenced through written documentation;
 - b. was or becomes a matter of public information or publicly available through no fault on the part of Subrecipient;
 - c. is acquired from a third party entitled to disclose the information to Subrecipient;
 - d. is developed independently by Subrecipient;
 - e. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Subrecipient shall not make such disclosure without prior written notice to the City and an adequate opportunity for the City to oppose such disclosure.

ARTICLE VIII INTEREST OF SUBRECIPIENTS, THEIR OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

1. Subrecipient agrees that they presently have no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of their obligations under this Agreement.
2. Subrecipient further agrees that they shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to them, any conflicting interest held by any of their directors or officers, or any of their paid employees, agents or subcontractors or by any close relative of such persons.
3. The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE IX INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE OF THE
CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER
PUBLIC OFFICIALS

1. No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.
2. Subrecipient shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE X INTEREST OF CERTAIN STATE OFFICIALS

1. No member of the New York State Assembly or Senate, or any other member of New York State government, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XI SOLICITATION OR PROCUREMENT OF AGREEMENT

1. Subrecipient represents that they have not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XII REPRESENTATIONS OF SUBGRANTEE

1. Subrecipient acknowledges and agrees that services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
2. Subrecipient will not use funds under this Agreement to: (1) engage in activities that are other than for the purposes stated in the RFP; (2) attempt to influence legislation, by propaganda or otherwise; or (3) directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Subrecipient certifies that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or any state department or agency. Subrecipient agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI

of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

ARTICLE XIII EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out the obligation of this Agreement, Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Subrecipient shall take affirmative action to ensure that applicants for employment and employees of Subrecipient are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
2. Subrecipient shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
3. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE XIV FACILITIES AND PERSONNEL

1. Subrecipient represent that they have and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder.
2. Subrecipient further represents that they will terminate and dismiss from further performance of work and services under this Agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to Subrecipient by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for Subrecipient to replace to meet their obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve Subrecipient from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XV INDEMNIFICATION

1. Subrecipient hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is cause

by, results from, arises out of or occurs in connection with any act, or failure to act, of Subrecipient or its agents, sub-contractors, servants or employees.

2. If any personal shall make a claim for any damage or injury (including death resulting therefrom) as described above, Subrecipient hereby agrees to hold harmless the City from and against any and all loss, expense, damage or injury whatsoever and indemnify the City from the same.
3. Subrecipient shall procure and maintain at their own expense until final completion of this Agreement, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance companies as may be approved by the City Manager.
 - a. Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.
 - b. Subrecipient shall carry Commercial General Liability and Property Damage Insurance with limits of not less than:
 - i. General Aggregate \$3,000,000
 - ii. Each occurrence \$1,000,000
4. The Agency, as Subrecipient shall provide Worker's Compensation Insurance, if they have employees, in accordance with the statutes of the State of New York.
5. The Agency, as Subrecipient shall provide Disability Benefits coverage, if they have employees, in accordance with the statutes of the State of New York.
6. Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident.
7. 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 Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

ARTICLE XVI NOTICES

1. Notices of any nature referred to in this agreement shall be in writing by certified mail and hand delivery. Notices shall be effective on the date of receipt.

If to City:

City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

If to Subrecipient:

FABHAUS
Attn: _____
26 Liberty Street
Newburgh, NY 12550

ARTICLE XVII MISCELLANEOUS

1. No changes may be made to this Agreement without written consent/amendment by the City.
2. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law.
3. This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.
4. Subrecipient has read, acknowledged, and agreed to the terms in this Agreement, and any exhibits annexed hereto, which are all incorporated by reference. Should any term(s) in the main body of this Agreement be inconsistent with any term(s) required by Grantor, the term(s) required by Grantor shall control and prevail.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

Signature Page

Subgrantee Agreement, DASNY, State and Municipal Facilities Capital Program Grant City of Newburgh / FABHAUS

IN WITNESS WHEREOF, Subrecipient and the City have executed this Agreement the day and year herein mentioned.

DATED: _____, 2024

CITY OF NEWBURGH

By: _____

Name: Todd Venning

Title: City Manager

DATED: _____, 2024

FABHAUS

By: _____

Name: Ricardo Fuentes

Title: President

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

On this ____ day of _____, in the year 2024, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On this ____ day of _____, in the year 20__, before me personally appeared Ricardo Fuentes 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A – SCOPE OF WORK

A total of six (6) bike racks shall be constructed and delivered.

Design Consultation, Reviews, and Design Adjustments: The firm will communicate with the project team to elicit the ideas of team members and exhibit flexibility and problem-solving skills. The design artist's role is to ensure design integrity is maintained throughout the fabrication and installation process. The firm's role is to ensure the structural integrity, durability, and craftsmanship of the completed bike racks.

Compliance with ADA and Bicycle Parking Guidelines: The firm is to ensure that designs keep with the best practices for bicycle rack design and functionality as defined in the Association of Pedestrian & Bicycle Professional (APBP) Bicycle Parking Guidelines including ADA regulations and that the designs comply with the City of Newburgh's city code regulations and bike rack standards for safety and operability including but not limited to the following:

- Must be capable of securing at least two standard bicycles - each of which is two feet wide by six feet long - upright by their frames using standard bike locks, including a U-lock.
- Fit in a maximum footprint of 60" long X 12" wide.
- Provide a minimum of two points of contact (to the ground) – at least 6" apart - for each bike, e.g., touch each bike on two wheels or one wheel and the frame for stability. The points of contact should be at least 32" above ground.
- Rack tubes should be no larger than 2" to accommodate the use of smaller U-locks.
- Be boltable to the cement ground by a surface flange mount in a way that will prevent the racks from being removed from the location. (City of Newburgh Department of Public Works will bolt the racks to the ground. Selected designer artists may work with the fabricator to incorporate bolt holes into their designs.)
- Include no sharp edges or other potential safety hazards. Rack must not create a trip hazard for pedestrians.
- A bicycle should not have to be lifted off the ground in order to be secured to the rack. Racks that would be easy to climb are not encouraged. It is important to consider the 'friendliness' of the rack to the bike (i.e., holding the bike upright, hazard free, etc.).
- Use of the bike rack should be intuitive and not require written instructions.
- Designed so that bicycle is parallel to the street.
- The City of Newburgh will install all racks per the shop drawing specifications.
- In addition, all bicycle rack designs must adhere to city code regulations, e.g. Newburgh Zoning 300-154 requiring bike racks to be installed in "street tree and utility zone aka "streetscape zone" immediately adjacent to the curb line, regarding sidewalk obstruction, including placing any property, material, or other items upon any public sidewalk that require at least five (5) feet of contiguous sidewalk width that is kept clear for pedestrian passage at all times.

It is preferred that the selected firm has knowledge and experience following established guidelines. Finished designs, including method of anchoring racks to a concrete foundation for installation, are subject to review, comment, and approval by the City of Newburgh Engineering Department.

Shop Drawings: In collaboration with design artist and stakeholder group, the firm shall create shop drawings for each of the bike rack designs using the artistic designs attached to this RFP as a basis of design, not to exceed a total of six (6) shop drawings, including anchoring systems for installation. Shop drawings shall be drawn accurately to scale and provide all critical dimensions necessary for review and approval. The firm shall design an anchoring system for each bike rack design. The anchoring system should be as discreet as possible and minimize disruption to the surrounding environment. Shop drawings are to be submitted to the City of Newburgh Engineering Department for review and approval prior to fabrication.

Fabrication: The firm shall fabricate six (6) bike racks and, in consultation with of the City of Newburgh Engineering Department, shall select construction materials that have a high degree of durability, are most appropriate and cost-effective for the design, and result in a highly crafted completed bike rack. The firm will be responsible for providing recommended modifications to the artist's design as needed for durability or constructability.

Delivery: The selected firm shall be responsible for delivering all six bike racks in completed condition to the City of Newburgh's Department of Public Works located at 88 Pierces Road Newburgh, NY 12550 between the hours of 8:00am – 1:00pm Monday through Friday. All six bike racks shall be delivered on the same day.

Installation: The firm is not responsible for the installation of any bike racks.

Materials: The firm will select materials for approval by the City of Newburgh's Engineering Department. Materials may include but are not limited to iron, steel, aluminum, etc. or a combination of materials. The material selected must be easily maintainable and appropriate for an outdoor setting with an appropriate coating to resist rust and oxidation. Must be constructed of durable materials able to withstand permanent exposure to elements and wear from bicycles and locks, and a material that will not cause damage to the bikes. Finish needs to hold up under regular use; racks must be sturdy and removable. Acceptable finishes include paint, powdercoat, electroplating, etc.

SCHEDULE B

FABHAUS RFP Proposal dated January 18, 2024.

FABHAUS

City of Newburgh
City Hall, Office of the Comptroller
83 Broadway
Newburgh, NY 12550
Re: RFP #10.23 – Professional Services for the Bespoke Bike Rack Project
Attn: Robert Van Vlack

Dear Mr. Van Vlack,

We are pleased to offer our proposal for the RFP #10.23 – Professional Services for the Bespoke Bike Rack Project. The project (6 new sturdy bike racks specially designed and built for the City of Newburgh) is a great way to celebrate the richly diverse, creative, and environmentally conscious citizens who live and work in Newburgh.

- FABHAUS is a proud Newburgh based company.
- We have supplied several municipalities and organizations with our specialty fabrication and design services for publicly viewed and lovingly used deliverables.
- The four examples included in our proposal response show off the craft and degree of scale we are capable of. We think this project compares to the ones we highlighted even though the budget is comparatively smaller.
- While these examples show outstanding finished products, we also carefully followed established guidelines and kept to our promised goals and budgets, resulting in successful collaboration from award to delivery.

FABHAUS' 13,000 sq ft facility, located on the Liberty St. corridor of Newburgh NY, houses an extensive array of tools and talent that makes us well qualified to execute the project outlined in this proposal in a timely and cost-effective manner. Our team is excited to have an opportunity such as this arise in our own community! Please do reach out with any questions you may have after reading our proposal response.

Best regards,

Ricardo Fuentes
Founder, President

FABHAUS Inc.

1. State the name, address phone number and contact for the firm:

FABHAUS, 26 Liberty Street, Newburgh, NY 12550,

Office (845) 440-7090, Mobile (857) 472-9123

Ricardo Fuentes| Founder, President

2. Is your firm City of Newburgh based? If yes, delineate the extent of the work, if any, to be performed in other office locations outside of the City of Newburgh geographical limits.

Yes our firm is City of Newburgh based. Our intention is for all work, from preparation of shop drawings to fabrication, to occur on site in our shop in Newburgh, NY.

3. Provide the year your firm was founded and any former names of the firm.

Fabhaus Beacon Inc. (DBA FABHAUS) was incorporated in 2014.

4. Provide a statement of qualifications including a brief description of your firm and a list of three to five representative *constructed* projects performed relative to this project. Include photographs, names of contact person and budget for each project listed.

FABHAUS provides specialty fabrication and design services for artists, brands, architects, and designers. Our 13,000 sq ft facility located on the Liberty St corridor of Newburgh, NY houses multiple CNC machines, filament and resin 3D printers, laser cutter, wood and metal shops to ensure we have the right combination of tools for any given job. Our company thrives when we have the opportunity to work collaboratively to apply our multidisciplinary backgrounds in engineering, art, architecture, and design to solve the strange or seemingly unsolvable problems from which other fabricators would turn away.

The following are four projects, labeled A - D, that have been constructed over the last 6 years:

A. “Garden of Reflections”, Art Basel Miami FL

Phillip K Smith III, Garden of Reflections, 2022. 17 Columnar sculptures clad in folded, mirror-polished stainless steel.

Commissioned by: American Express / RESY for Art Basel 2022 - Global Dining Access Miami

“Garden of Reflections, 2022, is an installation composed of 17 columnar sculptures that collage the light, atmosphere, and movement of the space across their highly reflective and folded mirror polished steel surfaces. Organically collected in three different groups across the space, the artwork reacts to the immediate surroundings, colors, and realities of the day. As the light of the space changes, so the artwork changes. As people move within the space, the artwork reacts accordingly. This reflective experience reconfigures and compresses directionality and space, amplifying one’s perception of their surroundings. The result is an installation that is equally powerful and quiet, completely immersive, and changing at all times, no matter day or night.”

FABHAUS was hired by artist Phillip K. Smith III and Neon Fabrications to fabricate ‘Garden of Reflections’ for Miami Art Basel in 2022. We were responsible for the cutting and assembly of each sculpture’s interior plywood support structure, application of mirrored stainless steel cladding, as well as shipping and on site installation. Our team designed and fabricated custom shipping crates for each sculpture by type in order to protect the integrity of the skeletons as well as their cladding. FABHAUS was also responsible for building three large, circular stacked-plywood mounting bases with stainless steel rims, on each of which 5-7 sculptures were displayed. These sculptures were shipped to Miami, FL, where our team built the three main bases in situ, secured all sculptures to their bases, filled the large basin bases with rocks, and peeled the protective coating from all mirrored stainless cladding. The installation was commissioned for an Art Basel x RESY x American Express Global Dining Access event, and de-installed by FABHAUS after the duration. All sculptures were disassembled and repackaged in their custom crates for safe shipment to the studio of the artist Phillip K. Smith III in Palm Springs, CA.

Management: Neon Fabrication, Shiraz Creative

Fabrication: FABHAUS, Vector Custom Fabricating

Installation: FABHAUS

Contact: Ricardo Fuentes / Michelle Batho

Budget: \$122,856.36



Photos: Lance Gerber

B. “Wayfindings” Public Safety Training Campus/Boys & Girls Club, Chicago, IL

Bob Faust, Wayfindings, 2023. 6061 Aluminum, steel framing, digitally imaged porcelain enamel panels. 42' x 10' x 6" (main artwork) mounted on cast concrete retaining wall, 6061 Aluminum with automotive paint on bollards along walkway (16 pc.x 17.5" x 17.5" x .25"). City of Chicago Public Art Collection – 2023 – Mayor Lori E. Lightfoot

“Wayfindings is a series of artworks shaped by their place and informed by the people they serve. Located on the campus of the city’s new Joint Public Safety Training Campus and newest Boys & Girls Club, the project is a way to highlight the multiple purposes of the buildings and the intention of the campus as a new neighborhood icon and a visual representation of bridge building — between youth, first responders and the community. Key to the work is the process that got us there. Through an extensive community outreach plan, 16 young people, several first responders and numerous anonymous community members contributed over 600 photos, and text-based responses to the prompt “What makes you feel, home, safe, proud, joyous or free?” These submissions were then compiled and used to develop “place-made” patterns and signage that creates a shared space of positivity throughout the campus. The project is comprised of three parts: portal sculptures, bollard panels and a wallwork.”

FABHAUS was hired by Neon Fabrications and artist Bob Faust to fabricate and install the 16 bollard panels and main wayfindings wallwork at the newest Boys & Girls Club in Chicago, IL. Our team milled 5' x 10' x ¼" Aluminum panels to which we mounted porcelain enameled panels (enameled by Winsor Fireform and shipped to FABHAUS). The main structural framing by which the artwork is mounted to the wall was welded, tapped, and finished in house as well. FABHAUS was heavily involved in the research and development of bolting and adhesion techniques for this project, as it lives permanently outdoors and must withstand a large variety of weather conditions. All panels were packed in custom crates designed by FABHAUS and transported for installation in Chicago. The 16 bollard signs were also milled from ¼" Aluminum sheets and finished with weather resistant automotive paint according to color specifications from the client. Three of our team members were on site assisting Chicago Fine Art Solutions throughout installation of the large wallwork.

Management: Neon Fab, Engineering: Rockey Structures

Fabrication : FABHAUS, Vector Custom Fabricating, Winsor Fireform

Installation: Chicago Fine Art Solutions, FABHAUS

Contact: Ricardo Fuentes / Michelle Batho

Budget: \$100,110.00



Photos: James Prinz

C. “Approach” Newark Liberty Airport; Terminal A, Newark NJ

Karyn Olivier, Approach, 2022 Powder-coated aluminum and stainless steel. Each sculpture: 52' 2" h x 20'4" w x 20'4" d. Commissioned by the Port Authority of New York & New Jersey and Munich Airport NJ, in partnership with Public Art Fund

“To create Approach, Karyn Olivier embarked on an extensive photographic survey of Newark and the surrounding region. She captured the extraordinary tapestry of New Jersey’s iconic skylines, robust infrastructure, and natural beauty. Slices of land and sky are suspended in two helix-like structures: one that depicts daytime and the other night. Each ring is double-sided, and presents two distinct views: when looking up, a bird’s eye view; and when looking down from above, a skyward view. This inversion echoes the temporary disorientation that travel often causes as we transit multiple time zones to arrive in different places with new perceptions. As passengers approach the sculptures, the rings begin to align concentrically, revealing a rich topographical mosaic. The artwork may even appear to move, compressing or expanding as our view shifts. The result is a dynamic study of both landscape and time, two elements that define our unique experience of place.”

FABHAUS was contracted by Urban Art Projects (UAP) to fabricate and assemble the main circular components of Karyn Olivier’s ‘Approach’. We milled ¾" thick waterjet cut and welded Aluminum through the incorporation of registration points by which we were able to bring all components to final size and add final joinery with a clean, milled edge. Each of the 52' tall suspended sculptures are comprised of rings that were broken up into 1, 4, 6, or 8 components which were connected by lap joints. FABHAUS was integral to the design development and ultimate feasibility of this project. Through re-consideration of process, we were able to massively reduce the necessary amount of materials, material waste, and overall weight. The aluminum components described above were then clad with powder coated aluminum sheets (also milled in house), and embedded with imagery by Direct Embed. Our team was responsible for developing a three part, fail-safe adhesion process in order to attach the powder coated panels to the upper and lower faces of each of the ¾" thick Aluminum frames. Upon completion, all components were serialized and packaged in custom crates by size and type, designed and built by FABHAUS.

Management: UAP

Fabrication: FABHAUS

Installation: Torsillieri

Contact: Ricardo Fuentes / Michelle Batho

Budget: \$249,798.00





Photos: Zack DeZon

D. “Three Half Lozenges”, The Newark Museum of Art, Newark NJ

Phillip K. Smith III, Three Half Lozenges, 2017-2021. The Newark Museum of Art Permanent Collection. Existing historic windows, alupoly, acrylic, LED lighting, electronic components, unique color choreography. 46' x 33' 6" (each window: 10' x 33' 6")
Commissioned by The Newark Museum of Art.

“Three Half Lozenges is a collaboration with the existing three historic double-height windows that define the 1920's facade of the Newark Museum of Art. Using the division and layout of the window panes as a canvas for light, this shifting light installation links directly to the artist's on-going series of lozenge-shaped Lightworks. Located within the context of Downtown Newark, the installation will be uniquely color choreographed by Smith as a precisely paced, full spectrum work experienced from the streets and buildings surrounding Washington Park. Shifting from linear to rectangular to lozenge within gradating and full fields of color, the three half lozenge-shaped windows will operate as a monumental light-based triptych at the scale of architecture. During the day, the facade will remain as its true, historic self, but at sunset, the windows will slowly emerge as full color reconfiguring one's experience of the Museum, Washington Park, and the City itself.”

FABHAUS was hired by Phillip K. Smith III and Neon Fab Studios to complete all fabrication and installation of Three Half Lozenges, acquired by and to become part of the permanent collection of The Newark Museum of Art. Through months of research, development, and prototyping, our team created a system based on clever milling techniques, bending, and mechanical connectors to fabricate 87 individual lightboxes. These lightboxes were then shipped to The Newark Museum of Art and installed by FABHAUS in a narrow gap between the original facade of the museum and it's interior gallery walls. The lightboxes are installed throughout three stories of the Museum's front entrance, and perform various color choreography each night from dusk to dawn.

Management: Neon Fabrication

Fabrication: FABHAUS

Installation: FABHAUS

Contact: Ricardo Fuentes/Michelle Batho

Budget: \$148,043.85



Photos: Lance Gerber

5. Provide resumes of key personnel to be utilized for this project:

Ricardo Fuentes

PRESIDENT, FABHAUS INC.

Newburgh, NY | 857.472.9123 | ricardo@fabhausbeacon.com | IG: @FABHAUS

Experience

FABHAUS Inc. | Founder, President

2014 - Present

- Incorporated in 2014 offering specialty fabrication services
- Expanded facilities from Beacon, NY to Newburgh, NY in 2016
- Purchased current location and enlarged facilities in Newburgh, NY in 2018
- Grew capabilities to include robotic arm CNC milling, 3-Axis CNC milling, Laser cutting, full metalworking and woodworking
- Project management and client interfacing, alongside marketing and sales management
- Design lead and operations manager
- Ensures realization of small and large scale projects from conception to installation
- Main interface with artists, architects, brands, designers, and install crew
- Research and development lead for fabrication methodologies and alternative materials

MATECH | Automation and Robotics Engineer

2009 - 2014

- Designed and built automation systems for fabrication of semiconductor equipment
- Field installation and deployment of complex semiconductor processing systems globally

Education

Boston University, School of Engineering | BS Electrical Engineering

2009

Capabilities

- Advanced wood fabrication
- Advanced metal fabrication (machining, milling, TIG welding, MIG welding, laser welding)
- Advanced plastic and composite fabrication
- 3D CAD (All major brands of CAD software eg. Rhinoceros 3D, Solidworks, Autodesk Suite)
- 2D CAD (eg. Adobe suite, Corel Suite)
- CNC Programming for automated manufacturing
- Circuit design and embedded language programming

MICHELLE BATHO

MICHELLEBATHO.COM
MICHELLE@FABHAUSBEACON.COM
781.264.4030

EDUCATION

MASSACHUSETTS COLLEGE OF ART AND DESIGN_ 2016
BACHELOR OF FINE ARTS 3D: FIBERS, ACADEMIC & DEPARTMENTAL HONORS
BOSTON, MA

WORK

FABHAUS BEACON INC_ PROJECT MANAGER, FABRICATOR 3. 2018-PRESENT
Operated and programmed CNC and laser cutter; interfaced with clients, actualized projects through digital fabrication, finishing, and on-site installation.
NEWBURGH, NY
WEAVE & WRITE_ PRINCIPAL, INSTRUCTOR 10. 2018-PRESENT
Developed multi-tiered curriculum and led workshops integrating writing and weaving.
NEWBURGH, NY
D. SENERTH ILLUSTRATION_ ASSISTANT ILLUSTRATOR 8. 2017-8. 2018
Created patent drawings from video and photo sources using Adobe Illustrator.
BROOKLYN, NY
YESHIVA UNIV. MUSEUM_ ART HANDLER'S ASSISTANT 6. 2017-11. 2018
Aided in installation and deinstallation of galleries, including refinishing walls, receiving, hanging, and repacking art works for shipment.
NEW YORK, NY
STUDIO FOUR NYC_ CONTRACT WEAVER 10. 2017-4. 2018
Wove custom, upholstery grade yardage designed by Soraya Shah.
NEWBURGH, NY

EXHIBITIONS

EPICURIAN OPENING EXHIBITION_ LODGER, NEWBURGH, NY 2018
FIBERS & SIM ALL SCHOOL SHOW_ GODINE GALLERY, BOSTON, MA 2016
FOLDS_ GODINE GALLERY, BOSTON, MA 2015
ART / BOOKS_ GODINE GALLERY, BOSTON, MA 2015
FIBERS MAJOR SHOW_ STUDENT LIFE GALLERY, BOSTON, MA 2015
SEXUAL SELECTIONS_ STUDENT LIFE GALLERY, BOSTON, MA 2015
JEWELRY/METALSMITHING & FIBERS ALL SCHOOL SHOW_ 2015
ARNHEIM GALLERY, BOSTON, MA
LANGUAGE SITUATED_ NORTH CRACKATORIUM, BOSTON, MA 2015
A LOOK IN THE STUDIO_ NORTH CRACKATORIUM, BOSTON, MA 2014

AWARDS & RESIDENCIES

MONSON ARTS RESIDENCY_ MONSON, ME 2018
ARTS LETTERS & NUMBERS RESIDENCY_ AVERILL PARK, NY 2016
MARILYN PAPPAS AWARD_ 2016
WINDGATE FELLOWSHIP NOMINEE_ 2015
HAYSTACK MOUNTAIN SCHOOL OF CRAFT_ DEER ISLE, ME 2015
ART SCHOOL COLLABORATIVE FIBERS REPRESENTATIVE
WINDGATE SCHOLARSHIP_ 2015-16
DEAN'S SCHOLARSHIP_ 2012-16
SUNSHINE LADY FOUNDATION SCHOLARSHIP_ 2012-16

SKILLS

FLUENT ENGLISH, HUNGARIAN, SPANISH_ CNC PROGRAMMING, OPERATION_ RHINOCEROS CAD_
ADOBE SUITE_ WOODWORKING_ WOOD | METAL | SPRAY FINISHING_ SCREEN PRINTING_
WEAVING_ LOOM MAINTENANCE_ SPINNING_ HAND & MACHINE SEWING_ UPHOLSTERY_
DIGITAL TEXTILE DESIGN_ PATTERN DRAFTING_ MICROSOFT WORD_ EXCEL_

Carlos Ruiz

328 Meadow Ave
Newburgh, NY 12550
(845) 972-1272
cruizz1129@gmail.com

EXPERIENCE

Fabhaus, Newburgh, NY — Fabricator

May 2023 - Present

New Project LLC, Brooklyn, NY — Installation Manager

May 2023 - December 2014

I started at New Project as a fabricator and gained expertise in working with different materials. Over time, I moved up the ranks and worked as a project lead. Eventually, I became the installation manager and handled large-scale projects for prestigious organizations such as the Metropolitan Museum of Art, The American Museum of Natural History, and many other art galleries.

Primo Construction, New York, NY — Laborer

February 2013 - November 2014

As a Laborer for Primo Construction, I managed to learn many skills in the remodeling business and got to work on many high-end projects in NYC.

EDUCATION

Hostos CC, Bronx, NY —

August 2010 - December 2012

Attended Hostos CC Majoring in Electrical Engineering and Minor in Computer Science.

Mott Haven Village Prep, Bronx, NY — High School Diploma

September 2006 - June 2010

LANGUAGES

English

Spanish

6. Provide breakdown of total personnel in the firm into categories of Professional, Technical, Others.

Professional: Michelle Batho

Technical: Ricardo Fuentes, Carlos Ruiz

Administration: Michelle Batho, Ricardo Fuentes

7. List sub consultants and other outside associates to be used by your firm, if any. Provide their addresses, qualifications, and percentage of the work to be done by each.

All automotive-grade finishes applied to the bike racks will be performed in-house. If an artist chooses to have a powder coated finish, we will engage one of our trusted subcontractors for this task.

8. Schedule - Provide a schedule from start to completion including a list of tasks and milestones along with approximate dates and deliverables of each.

Feb 29, 2024 - Company awarded rike rack project

March 2024 - Meet with artists, installers and any stakeholders necessary.

Apri 1, 2024 - Shop drawings complete

April - June 2024 - Purchase materials, begin and complete fabrication, document fabrication

July 1, 2024 - Bike racks delivered

Bike Rack Fabrication Timeline (FABHAUS)							
Milestones	2024	January	February	March	April	May	June
	July						
RFP Proposal Entered							
Company awarded Bike Rack project							
Meet with artists, installers and any stakeholders necessary.							
Shop drawings complete, purchase materials, begin fabrication							
Continue fabrication							
Complete fabrication							
Deliver Bike Racks							

9. Any other relevant information that may be useful and relevant to this project:

We work to focus on public art as a point of access to art for all. As a specialty fabrication shop with multidisciplinary expertise under one roof, we solve problems others can't (or won't), and it would be special to do that for artists who live and work alongside us in the City of Newburgh.

We invite you to further explore the FABHAUS social media page (IG: @fabhaus) to see more projects and updates, including the fabrication documentation of the bike racks if awarded.

10. The City desires to establish a lump sum fee amount for this project, not to exceed \$48,870.

The fee structure is as follows:

a. Shop Drawings Including Design Consultation	\$10,000.00
b. Fabrication of Bike Racks	\$37,870.00
c. Delivery of Bike Racks	\$1,000.00
d. Total Fee	\$48,870.00

11. This Proposal, including all proposed prices, contained therein shall remain firm and irrevocable for a period of ninety (90) days following The City's receipt of such proposal and the award of the contract.

Signed,



Ricardo Fuentes
Founder | President

Date: 01.18.24

SCHEDULE C – BUDGET

The lump sum total budget amount payable upon completion of the services defined in Schedule “A” not to exceed \$48,870.00.

The fee structure is as follows:

a. Shop drawings Including Design Consultation	\$10,000.00
b. Fabrication of Bike Racks	\$37,870.00
c. Delivery of Bike Racks	<u>\$ 1,000.00</u>
d. Total Fee	\$48,870.00

SCHEDULE D – GRANTOR ADDITIONAL TERMS

Dormitory Authority of the State of New York (“DASNY”) – Grant Disbursement Agreement

DRAFT

This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and are made on the terms and by the parties listed below
and relates to the project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK (“DASNY”):**

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550
Contact: Todd Venning
Phone: (845) 569-7321
Email: hreilly@cityofnewburgh-ny.gov

THE PROJECT:

Purchase and Installation of Sculptural Bike
Racks

PROJECT LOCATION(S):

City of Newburgh

ADDRESS:

Various, Newburgh, 12550

GRANT AMOUNT:

\$50,000.00

FUNDING SOURCE:

State and Municipal Facilities
Program(“SAM”)

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

9/30/2021

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

Project ID: 24637
Grantee ID: 2394
FMS#: 161832

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

City of Newburgh
Purchase and Installation of Sculptural Bike Racks
Project ID: 24637

This agreement is entered into as of the latest date written below:

GRANTEE: City of Newburgh

DocuSigned by:

Todd Venning

10CC87F7F426460...

(Signature of Grantee Authorized Officer)

Todd Venning

City Manager/CEO

(Printed Name and Title)

Date: 9/27/2022

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

DocuSigned by:

Paul Koopman

9620A9529A654E3...

(Signature of DASNY Authorized Officer)


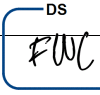
Paul Koopman

Vice President

(Printed Name)

Date: 9/30/2022

DASNY OFFICE USE ONLY

GRANTS ADMIN REVIEW		FINAL LEGAL REVIEW	
APPROVED FOR LEGAL REVIEW:		APPROVED FOR SIGNATURE:	
DATE:	9/29/2022	DATE:	9/30/2022

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

City of Newburgh
Purchase and Installation of Sculptural Bike Racks
Project ID: 24637

USE OF FUNDS	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity / Sponsor	Other Sources	
Project Description*	Start	End	Amount	Amount	Amount	
Purchase and Installation of Sculptural Bike Racks	09/01/2022	08/01/2025	\$50,000.00	\$118.99	\$0.00	\$50,118.99

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Purchase and Installation of Sculptural Bike Racks
Project ID: 24637*

Ladies and Gentlemen:

I have acted as counsel to City of Newburgh (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York or, is duly organized and validly existing under the laws of another jurisdiction. The Grantee is authorized to do business and is in good standing in the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:

149D390CC42143D...

Michelle Kelson

Corporation Counsel, City of Newburgh, NY

Approved – Legal Opinion attached

*****Instructions – Grantee's Attorney will choose appropriate response. If "Approved as to form" is checked, the Attorney will DocuSign form. If "Approved – Legal Opinion attached" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.***

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
 - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
 - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY	
GQ Review	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> DS SR </div>	1/24/2022

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): City of Newburgh
2. Federal Employer ID No. (FEIN): 14-6002329
3. Website Address: www.cityofnewburgh-ny.gov
4. Business E-mail Address: hreilly@cityofnewburgh-ny.gov
5. Principal Place of Business Address: 83 Broadway, Newburgh, NY 12550
6. Telephone Number: 845-569-7321
7. Type of Entity (Please select appropriate response):
 - a) County
 - b) ☒ City
 - c) Town
 - d) Village
 - e) Public Benefit Corporation
 - f) Fire District
 - g) School District
 - h) Soil or Water Conservation District
 - i) Community College
 - j) Public Library
 - k) BOCES
 - l) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.
2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No **x**

If answer is "**Yes**", Please explain:

2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No ☒

If answer is "**Yes**", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes ☒ No

- a) If "**Yes**", will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes ☒ No

If answer is "**No**", Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No ☒

If the answer is "**Yes**", please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes ☒ No

If the answer is "**No**", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is "**No**", please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:
- a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes ☒ No
- b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No ☒
- c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No ☒
- d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No ☒
- e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes ☒ No
- f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No ☒
- g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No ☒

- h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No ☒
- i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No ☒
- j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No ☒
- k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No ☒
- l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No ☒
- m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No ☒
- n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
- Unemployment insurance or workers' compensation coverage or claim requirements Yes No ☒
 - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No ☒

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

A & E - On July 24, 2017, in Orange County Court, John J. Aber, former City of Newburgh Comptroller, plead guilty to one count of grand larceny in the fourth degree and admitted to stealing \$9,570.00 in fees collected from the Newburgh boat launch between August 2013 and May 2016. Mr. Aber was sentenced on September 14, 2017 in exchange for his guilty plea to a maximum of 6 months incarceration at the Orange County Jail and 5 years probation and restitution to the City of Newburgh \$9,570

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No ☒

If "Yes", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No ☒

If **"Yes"**, please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

--

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:



D1708CF40041405

Signature of Authorized Officer

Helen Reilly

Printed Name of Authorized Officer

Grants Administrator

Title of Authorized Officer

1/7/2022

Date Signed

DocuSigned by:



1CCC87F75426460

Signature of Authorized Officer

Todd Venning

Printed Name of Authorized Officer

City Manager/CEO

Title of Authorized Officer

1/7/2022

Date Signed

EXHIBIT D: Disbursement Terms

City of Newburgh
Purchase and Installation of Sculptural Bike Racks
Project ID: 24637

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

City of Newburgh
Purchase and Installation of Sculptural Bike Racks
Project ID: 24637

For Office Use Only: FMS#: 161832
--

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	\$50,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the City of Newburgh, for Project #24637.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which City of Newburgh, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and City of Newburgh (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of City of Newburgh. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply)**:
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Purchase and Installation of Sculptural Bike Racks
Project No. 24637*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

- 3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (____) _____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

City of Newburgh
Purchase and Installation of Sculptural Bike Racks
Project ID: 24637

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized, and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

03/26/24 TRANSPORTATION ADVISORY COMMITTEE (TAC) INTEREST LIST

Section 71-2 provides for a TAC of 9 members for 2-year terms as follows:

- A. Up to 6 residents of the City of Newburgh based on knowledge or interest in transportation or parking
- B. 1 representative of an agency representing or advocating for persons with disabilities
- C. 2 City employees from Engineering, Planning & Development, or Public Works

4 vacancies – 3 expired seats for residents and 1 expired seat for a representative of an agency or organization which represents and/or advocates for persons with disabilities.

Applicants: Zachary German
 Terence P. Hannigan
 Elizabeth Holpuch
 Courtney Mortimer
 Caroline Sansone
 Juan Tenemaza
 Tracy Wallace

03/26/24

CONSERVATION ADVISORY COUNCIL (CAC) INTEREST LIST

Section 159-4(B) provides for a CAC of 7 members for 2-year terms

Section 159-4(C) provides that the Council appoint the Chairperson

4 vacancies – for the purpose of appointment or re-appointment

Applicants: Martha Cole
Zachary German
Chris Knasiak
Marianne Marichal
Noah Martz
Lesly Mejia
Chuck Thomas

ORDINANCE NO.: _____ - 2024

OF

APRIL 8, 2024

AN ORDINANCE AMENDING SECTION 288-71, SCHEDULE XIII ENTITLED
“PARKING PROHIBITED AT ALL TIMES” OF THE CODE OF ORDINANCES
TO PROHIBIT PARKING ON THE SOUTH SIDE OF THIRD STREET
FROM GRAND STREET TO JOHNSTON STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York, that Section 288-71, Schedule XIII entitled “Parking Prohibited at all Times” be and is hereby amended as follows:

SECTION 1. Section 288-71. Schedule XIII: Parking Prohibited at All Times

In accordance with the provisions of § 288-21, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Third Street	South	From Grand Street to Dubois <u>Johnston</u> Street

SECTION 2. Severability.

The provisions of this Ordinance 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 Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance 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 Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term “Ordinance” shall be changed to “Chapter”, “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 Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity

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

SECTION 5. This Ordinance shall take effect immediately.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

ORDINANCE NO.: _____ - 2024

OF

APRIL 8, 2024

AN ORDINANCE AMENDING SECTION 288-33,
ENTITLED “RESIDENT PARKING” OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York, that Section 288-33 entitled “Resident Parking” be and is hereby amended as follows:

SECTION 1. Section 288-33. Parking near Newburgh Free Academy ~~Resident parking.~~

~~A. Parking near Newburgh Free Academy.~~

~~(1)~~ Legislative findings. The City Council of the City of Newburgh, New York, hereby finds that an automobile parking problem exists in the City streets and school parking lots in the area surrounding Newburgh Free Academy. This problem is created by the large number of automobiles parked by students in the parking lot on Gidney Avenue and on these streets and the congregation of students around the parked cars, thereby causing traffic congestion, lack of street parking space for local residents, noise caused by loud music coming from car radios, garbage and litter, and trespass on private property. It is further found that these are problems affecting the health, safety and welfare of the people of this City. This section is intended to remedy these problems by creating an orderly and equitable parking plan for the affected streets and parking lots and to enforce parking regulations on certain school district properties upon request of the school district or other schools as may be in the best interests of the City of Newburgh.

B. ~~(2)~~ Unless otherwise provided in this section, no person shall park a vehicle between 9:00 a.m. and 12:00 noon of any day, except Saturdays, Sundays and school holidays, upon any of the streets or parts of streets described in Schedule XXIV (§ 288-82), ~~attached to and made a part of this chapter.~~

C. ~~(3)~~ Exceptions; parking permits for residents. Parking shall be permitted on the streets mentioned in Schedule XXIV (§ 288-82) hereof by residents of the named streets, except for the parts of the streets designated in Subsection D ~~E~~, which parking areas are reserved for certain students of Newburgh Free Academy. A parking permit, as provided by this section, must always be displayed on the dashboard of a vehicle parked on these streets during the designated times. These permits will be issued by the City Clerk upon such reasonable proof as the City Clerk ~~she~~ may require as to the residence and the number of cars owned or used by the applicants. Mid-Hudson Counseling Center shall be allowed a permit for each of its staff members and a

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

maximum of six additional permits. The Christ Lutheran Church of Newburgh shall be issued a reasonable number of permits for use of the staff and members of its congregation. One permit shall be issued for each vehicle owned or used by a resident of the designated street.

D. ~~(4)~~ Student parking areas. The parking lots, streets or parts of streets described in Schedule XXV (§ 288-83), ~~attached to and made a part of this chapter,~~ are reserved for students of Newburgh Free Academy having a parking permit visibly displayed inside the windshield. These permits shall be issued by the principal of Newburgh Free Academy to those students who, in his judgment, are most in need of a parking permit because of employment, for medical reasons or for other hardship. He may require an affidavit or other evidence from a student applicant for a parking permit as to the facts that the student claims entitle him to the permit.

B. ~~Parking near St. Luke's Cornwall Hospital.~~

~~(1) Legislative findings. The City Council of the City of Newburgh, New York, here by finds that an automobile parking problem exists on Dubois Street in the area of St. Luke's Cornwall Hospital. The problem is created by the large amount of growth and development along Dubois Street, which is causing traffic congestion and a lack of street parking space for local residents. It is further found that these are problems affecting the health, safety and welfare of the people in this City. This section is part of a larger plan intended to remedy these problems creating an orderly and equitable parking plan for Dubois Street as may be in the best interests of the City of Newburgh.~~

~~(2) No person shall park a vehicle at any time of any day upon the west side of Dubois Street between Carter Street and Third Street, except by residents of Dubois Street who display a proper permit on their vehicle(s). Such parking permits shall be displayed at all times a vehicle is parking on Dubois Street. The permits will be issued by the City Clerk upon such reasonable proof as she may require as to the residence and number of cars owned or used by the applicants. One permit shall be issued for each vehicle owned or used by a resident of Dubois Street.~~

E. ~~C.~~ Service or delivery vehicles. The parking prohibitions of this section shall not apply to service or delivery vehicles which are being used to provide services or to make deliveries to residents.

F. ~~D.~~ Other parking regulations. This section is not intended to supersede the alternate-side-of-the street ordinance now in effect or any other ordinances restricting parking on the streets designated herein.

G. ~~E.~~ Validity of permit; misuse unlawful; term. Whenever the conditions entitling a person to a parking permit under this section no longer exist, the person holding such a permit shall surrender it to the issuing authority or its authorized representative. It shall be unlawful for any person to represent that he is entitled to such a permit when he is not so entitled, to fail to surrender a permit to which he is no longer entitled or to park a vehicle displaying such a permit at any time when the holder of such permit is not entitled to hold it. No permit issued hereunder shall be

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valid for more than one year but may be renewed upon expiration, provided that the conditions for issuance exist.

H. ~~F.~~ Revocation of permit. The City Clerk may revoke a resident permit, or the principal of Newburgh Free Academy may revoke a student permit, upon finding that the person to whom it was issued is no longer entitled to such permit or that such person was never entitled to such a permit.

SECTION 2. Severability.

The provisions of this Ordinance 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 Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance 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 Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Ordinance" shall be changed to "Chapter", "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 Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity

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

SECTION 5. This Ordinance shall take effect immediately.

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