



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

October 13, 2020
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on September 28, 2020
Aprobación del Acta de la Reunión General del Concejal del 28 de Septiembre de 2020

Presentations/Presentaciones

5. Public Hearing - Local Law Adopting Term Limits

A public hearing will be held on Tuesday, October 13, 2020 to hear comments concerning a proposed local law to amend City Charter Section C3.10 to adopt term limits for the elected offices of Mayor and Council Member.

Se llevara a cabo una audiencia pública el martes 13 de octubre de 2020 para escuchar comentarios sobre una ley local propuesta para enmendar el Estatuto de la Ciudad Sección C3.10 para adoptar limites en los términos de los oficiales electos para Alcalde y Miembro del Consejo.

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

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

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

6. Resolution No. 234 - 2020 - Temp/Cleaner in Municipal Building
Resolution amending the 2020 Personnel Analysis Book to add one (1) Cleaner position on a temporary basis in the City of Newburgh Department of Public Works.

Una resolución enmendando el Libro de Análisis del Personal del 2020 para agregar un (1) puesto de Limpiador en una base temporal en el Departamento de Obras Publicas de la Ciudad de Newburgh.

7. Resolution No. 235 - 2020 - Award of Contract to Lucas Environmental for Asbestos Abatement

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Lucas Environmental Services, LLC in an amount not to exceed \$19,337.00 for abatement and removal of asbestos containing material in the 125-129 Grand Street boiler room.

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Lucas Environmental Services, LLC por un monto que no exceda \$19,337.00 para la remisión y eliminación de materiales conteniendo asbestos en el cuarto de calefacción en la 125-129 de la Calle Grand.

8. Resolution No. 236 - 2020 - Contract with QUEST for Asbestos Abatement Variance and 3rd Party Monitoring at 7 Gidney Avenue

Resolution authorizing the execution of a contract with Quality Environmental Solutions & Technologies, Inc. (QUES&T) in an amount not to exceed \$6,410.00 for asbestos variance application, abatement and related management and monitoring services for the demolition of 7 Gidney Avenue.

Una resolución autorizando la ejecución de un contrato con Quality Environmental Solutions & Technologies, Inc. (QUEST&T) por un monto que no exceda \$6,410.00 para una solicitud de variancia para asbestos, eliminación y servicios de monitoreo y administración relacionados para la demolición de la 7 de la Avenida Gidney.

9. Resolution No. 237 - 2020 - Authorizing a change order in the amount of \$24,072.56. for additional services for Mitchell Associates Architects

Resolution authorizing the execution of a change order in the amount of \$24,072.56 with Mitchell Associates Architects for architectural services for the City of Newburgh Facilities Master Plan Phase I.

Una resolución autorizando la ejecución de un cambio de orden por el monto de \$24,072.56 con Mitchell Associates Architects para servicios de arquitectura para la Fase I del Plan Maestro de Instalaciones en la Ciudad de Newburgh.

10. Resolution No. 238 - 2020 - 2021 Budget - scheduling the public hearing

Resolution scheduling a public hearing for November 9, 2020 to receive comments concerning the adoption of the 2021 Budget for the City of Newburgh.

Una resolución programando una audiencia pública para el 9 de noviembre de 2020 para recibir comentarios sobre la adopción del Presupuesto del 2021 para la Ciudad de Newburgh.

11. Resolution No. 239 - 2020 - Water Innovation Leadership Development Program Scholarship

Resolution authorizing the City Manager to apply for and accept if awarded a Water Innovation Leadership Development Program Scholarship grant in the amount of \$14,000.00.

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgada una subvención del Programa de Desarrollo de Liderazgo para la Innovación del Agua por el monto de \$14,000.00.

12. Resolution No. 240 - 2020 - Water Department Temporary Employee

Resolution amending the 2020 Personnel Analysis Book to add two (2) Assistant Maintenance Mechanic positions on a temporary basis in the City of Newburgh Water Department.

Una resolución enmendando el Libro de Análisis del Personal del 2020 para agregar dos (2) puestos de Asistente de Mecánico de Mantenimiento en base temporal en el Departamento de Agua de la Ciudad de Newburgh.

13. Resolution No. 241 - 2020 - 9 Carson Avenue - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 9 Carson Realty Partners LLC to the premises known as 9 Carson Avenue (Section 46, Block 5, Lot 21).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a 9 Carson Realty Partners LLC para las instalaciones conocidas como la 9 de la Avenida Carson (Sección 46, Bloque 5, Lote 21).

14. Resolution No. 242 - 2020 - 5 Bush Avenue - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 5 Bush Realty Partners LLC to the premises known as 5 Bush Avenue (Section 16, Block 6, Lot 14).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una clausula emitida a 5 Bush Realty Partner LLC a las instalaciones conocidas como la 5 de Bush Avenue (Sección 16, Bloque 6, Lote 14).

15. Resolution No. 243 - 2020 - 197 North Miller Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and

right of re-entry from deeds issued to Steven Taya Property Development LLC to the premises known as 197 North Miller Street (Section 11, Block 1, Lot 13.2) f/k/a 197 North Miller Street (Section 11, Block 1, Lot 13) and 195 North Miller Street (Section 11, Block 1, Lot 14).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Steven Taya Property Development LLC para las instalaciones conocidas como la 197 de la Calle North Miller (Sección 11, Bloque 1, Lote 13.2) f/k/a 197 Calle North Miller (Sección 11, Bloque 1, Lote 13) y la 195 de la Calle North Miller (Sección 11, Bloque 1, Lote 14).

16. Resolution No. 244 - 2020 - 49 Concord Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to 49 Concord Realty Partners LLC to the premises known as 49 Concord Street (Section 29, Block 1, Lot 10)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a 49 Concord Realty Partners LLC a las instalaciones conocidas como la 49 de la Calle Concord (Sección 29, Bloque 1, Lote 10)

17. Resolution No. 245 - 2020 - Purchase of 318 North Montgomery Street

Resolution to authorize the conveyance of real property known as 318 North Montgomery Street (Section 4, Block 7, Lot 6) at private sale to Brian Joseph Monga for the amount of \$330,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 318 de la Calle Montgomery (Sección 4, Bloque 7, Lote 6) en una venta privada a Brian Joseph Monga por el monto de \$330,000.00

18. Resolution No. 246 - 2020 - Renewal of Contract with Tolemi for Building Blocks

Resolution authorizing the City Manager to execute a renewal agreement with OpportunitySpace, Inc. (d/b/a "Tolemi") for continuing use of BuildingBlocks software application in code enforcement activities at a cost of \$27,200.00 for a two-year term.

Una resolución autorizando al Gerente de la Ciudad a ejecutar una renovación de acuerdo con OpportunitySpace, Inc. (d/b/a "Tolemi") para continuar el uso de la aplicación BuildingBlocks software en actividades de cumplimiento del código a un costo de \$27,200.00 por un término de dos años.

19. Resolution No. 247 - 2020 - NYPA Energy Services Program Master Cost Recovery Agreement

Resolution authorizing the City Manager to execute an Energy Services

Program Master Cost Recovery Agreement with the Power Authority of the State of New York.

Una resolución autorizando al Gerente de la Ciudad da ejecutar un Acuerdo Maestro de Recuperación de Costos del Programa de Servicios de Energía con la Autoridad de Energía del Estado de Nueva York.

20. Resolution No. 248 - 2020 - Resolution to Award a Subrecipient Agreement to Legal Services of the Hudson Valley for RFP #10-20

Resolution authorizing the City Manager to enter into an agreement with Legal Services of the Hudson Valley to establish and implement a program that provides temporary emergency income loss assistance to low-to-moderate-income individuals or families in connection with the CDBG-CV grant.

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Legal Services of the Hudson Valley para establecer e implementar un programa que proporciona asistencia de emergencia temporal por la pérdida de ingresos para personas o familias de ingresos bajos a moderados en relación con la subvención CDBG-CV

21. Resolution No. 249 - 2020 - To Accept \$50,000 Grant from Senator Skoufis for Costs Associated with a Fitness Court

Resolution authorizing the City Manager to apply for and accept a DASNY State and Municipal Facilities Capital Program Grant in the amount of \$50,000.00 for a Recreation Park fitness court.

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar una Subvención del Programa Capital de Instalaciones Municipales y Estatales DASNY por un monto de \$50,000.00 para una cancha de gimnasio en el Parque de Recreación.

22. Resolution No. 250 - 2020 - To Accept \$50,000 Grant from Assemblyman Jacobson for Costs Associated with a Fitness Court

Resolution authorizing the City Manager to apply for and accept a DASNY State and Municipal Facilities Capital Program Grant in the amount of \$50,000.00 for a Recreation Park fitness court.

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar una Subvención del Programa Capital de Instalaciones Municipales y Estatales DASNY por un monto de \$50,000.00 para una cancha de gimnasio en el Parque de Recreación.

23. Resolution No. 251 - 2020 - Authorizing the execution of an agreement with Auctions International, Inc.

Resolution authorizing the City Manager to execute an agreement with Auctions International, Inc. to provide liquidation services to the City of

Newburgh.

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con Auctions International, Inc. Para proporcionar servicios de liquidación a la Ciudad de Newburgh.

24. Resolution No. 252 - 2020 - "Green Amendment" to the NYS Constitution
Resolution of the City Council of the City of Newburgh supporting a "Green Amendment" to the New York State Constitution.

Una resolución del Consejo Municipal de la Ciudad de Newburgh apoyando una "Enmienda Verde" a la Constitución del Estado de Nueva York.

25. Resolution No. 253 - 2020 - Imagine a Day Without Water
Resolution of the City Council of the City of Newburgh recognizing October 21, 2020 as "Imagine a Day Without Water".

Una resolución del Consejo Municipal de la Ciudad de Newburgh reconociendo el 21 de octubre de 2020 como "Imagina un Día Sin Agua".

26. Resolution No. 254 - 2020 - Repurchase in rem properties amendment - scheduling a public hearing
Resolution scheduling a public hearing for October 26, 2020 to hear public comment concerning a local law amending Chapter 93 of the Code of Ordinances of the City of Newburgh to remove the requirement for annual authorization.

Una resolución programando una audiencia pública para el 26 de octubre de 2020 para escuchar comentarios sobre una ley local enmendando el Capítulo 93 del Código de Ordenanzas de la Ciudad de Newburgh para retirar el requerimiento de autorización anual.

27. Resolution No. 255 - 2020 - scheduling a public hearing on a local law to override the Property Tax Cap

Resolution scheduling a public hearing for October 26, 2020 to hear public comment concerning a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c.

Una resolución programando una audiencia pública para el 26 de octubre de 2020 para escuchar comentarios públicos sobre una Ley Local autorizando un impuesto a bienes raíces por encima del límite establecido en la Ley Municipal General Sección 3-c

28. Resolution No. 256 - 2020 - Halloween Curfew

Resolution to implement a City-wide curfew for minors 16 years of age and

under beginning October 30, 2020 at 9:00 p.m. and ending November 1, 2020 at 6:00 a.m.

Una resolución para implementar un toque de queda en toda la Ciudad para menores de 16 años de edad empezando el 30 de octubre de 2020 a las 9:00 p.m. y terminando el 1 de noviembre de 2020 a las 6:00 a.m.

29. City Manager's Proposed 2021 Budget

Presupuesto Propuesto de 2021 del Gerente de la Ciudad

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 232 - 2020

OF

SEPTEMBER 28, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 13, 2020
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW
AMENDING CITY CHARTER SECTION C3.10 ENTITLED "TERMS OF OFFICE" OF
THE CITY CHARTER OF THE CITY OF NEWBURGH
TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending City Charter Section C3.10 entitled 'Terms of Office' of the City Charter of the City of Newburgh to establish term limits for elected officials"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day of October, 2020,; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the October 13, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

To view the livestream of the City Council Work Session and Meeting visit:
<https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_qEHeROI-S2KzbNThXDxU7g. Please note that there is an underscore between the "N" and "q").

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_qEHeROI-S2KzbNThXDxU7g. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Friday, October 9, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Karina Cotten, Deputy City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 9/28/20
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 29th day of Sept. 20 20
Karina Cotten
Deputy City Clerk

LOCAL LAW NO.: _____ - 2020

OF

_____, 2020

**A LOCAL LAW AMENDING SECTION C3.10 ENTITLED “TERMS OF OFFICE”
OF THE CITY CHARTER OF THE CITY OF NEWBURGH
TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS**

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.10 entitled ‘Terms of Office’ of the City Charter of the City of Newburgh to establish term limits for elected officials”.

SECTION 2 - AMENDMENT

§ C 3.10 of the City Charter is hereby amended as follows:

- A. The terms of office of the elective officers of the City shall be as follows: Mayor, four years; Councilman, four years; and City Judge, six years.
 1. Except as otherwise provided in this Section, no person shall be eligible to be elected, appointed, or to otherwise continue to hold the office of Mayor or Councilman after that person has been elected to that office for three (3) complete consecutive four (4) year terms, unless one complete term or more has elapsed since that person last held such office.
 2. In determining the number of consecutive terms a person has served, only terms commencing on or after January 1, 2022, shall be counted.
 3. In no event shall any person hold the office of Mayor or Councilman for more than 12 consecutive years.
 4. If the Mayor or Councilman resigns, vacates or is removed from office prior to the completion of a full term, he or she shall be deemed to have held office for a full term for the purposes of this section of the Charter. A person appointed by the Council to fill a vacancy in the office of Mayor or Councilman who subsequently is elected to the office of Mayor or Councilman in a general election may not serve more than three complete four (4) year terms or more than 12 consecutive years.
- B. The terms of office of the Civil Service Commissioner shall be six years.
- C. Except as otherwise provided in § C5.00, the terms of office of the City Manager and of the City Clerk shall be at the pleasure of the Council.
- D. The terms of office of all City officers appointed by the City Manager shall be at the pleasure of the City Manager. Any or all such appointive City officers may, by action of the City

~~Strikethrough~~ denote deletions

Underlining denotes additions

Manager and with the approval of the Council, be placed in the competitive class of the municipal civil service. No such action shall be taken less than 90 days prior to a general City election.

SECTION 3 - SEVERABILITY

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

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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Underlining denotes additions

RESOLUTION NO.: 234-2020

OF

OCTOBER 13, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) CLEANER POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Department of Public Works has advised the City Manager that due to a non-work related injury leave of absence, the department is in need of an additional individual to perform the duties of “Cleaner” in the municipal buildings division to promote the economy and efficiency within the Department; and

WHEREAS, the creation of the Cleaner position will be on a temporary basis and funding for such position will be derived from available funds in the Salary Line in A.1620.101; and

WHEREAS, the City Council has determined that adding one temporary Cleaner position in the Department of Public Works 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 Personnel Analysis Book for the fiscal year 2020 be amended to add one (1) additional position on a temporary basis in the job title “Cleaner” in the municipal buildings division in the Department of Public Works.

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RESOLUTION NO.: 235 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT WITH LUCAS ENVIRONMENTAL SERVICES, LLC
IN AN AMOUNT NOT TO EXCEED \$19,337.00 FOR
ABATEMENT AND REMOVAL OF ASBESTOS CONTAINING MATERIAL
IN THE 123 GRAND STREET IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh is undertaking improvements to the Grand Street Courthouse building located at 123 Grand Street; and

WHEREAS, by Resolution No. 57-2020 of March 9, 2020, the City Council authorized a contract with Quality Environmental Solutions & Technologies, Inc. for pre-construction asbestos related services in connection with the 123 Grand Street Improvement Project; and

WHEREAS, the City solicited proposals from qualified contractors to complete asbestos abatement activities in the boiler room located at 123 Grand Street and Lucas Environmental Services, LLC submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the asbestos abatement, disposal, and restoration services in the boiler room at 123 Grand Street will be \$19,337.00, and funding shall be derived from 2020 BAN H1.1120.0208; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Lucas Environmental Services, LLC for asbestos abatement and removal activities and related work at a cost of \$19,337.00 in connection with the 123 Grand Street Improvements Project.

RESOLUTION NO.: 236 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
IN AN AMOUNT NOT TO EXCEED \$6,410.00 FOR ASBESTOS VARIANCE
APPLICATION, ABATEMENT AND RELATED MANAGEMENT AND MONITORING
SERVICES FOR THE DEMOLITION OF 7 GIDNEY AVENUE**

WHEREAS, the City of Newburgh is undertaking the demolition of the building located at 7 Gidney Avenue; and

WHEREAS, the demolition of the building presumes the presence of asbestos containing material which must be addressed in compliance with law, rule and regulation; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for ensuring compliance with applicable laws, rules and regulations related to the preparation of a site-specific variance application, specifications and bid documents for the work, and third party management and monitoring services; and

WHEREAS, the cost for these services will not exceed \$6,410.00 and funding shall be derived from A.1365.0459.0000.0000; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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 hereby is authorized to execute a contract with Quality Environmental Solutions & Technologies, Inc. for asbestos variance application, abatement specifications, bid preparation and related third party monitoring services in an amount not to exceed \$6,410.00 in connection with the demolition of the building located at 7 Gidney Avenue.

RESOLUTION NO.: 237 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CHANGE ORDER IN THE AMOUNT OF \$24,072.56
WITH MITCHELL ASSOCIATES ARCHITECTS FOR ARCHITECTURAL SERVICES
FOR THE CITY OF NEWBURGH FACILITIES MASTER PLAN PHASE I**

WHEREAS, by Resolution No.: 224- 2019 of September 9, 2020, the City Council authorized the execution of a contract in the amount of \$107,400.00 with Mitchell Associates Architects for architectural services for phase I of the City of Newburgh Facilities Master Plan at a cost of \$107,400.00; and

WHEREAS, Articles 5 and 6 of the contract contemplated additional compensation for services not described in the original scope of services in Schedule "A" of the contract and for certain reimbursable expenses directly related to City authorized special printing, reproductions, plots, standard form documents and outsourced printing and photography; and

WHEREAS, additional services were completed under the contract, including printing, creating CAD drawings and collection of additional documentation, in the amount of \$24,072.56; and

WHEREAS, it is now necessary to authorize the City Manager to execute a change order in the amount of \$24,072.56 with Mitchell Associates Architects to cover the cost of such additional work with funding to be derived from 1230.0455.0001.0000 Consultant Services _ Newburgh Facilities Master Plan;

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 change order for Mitchell Associates Architects to provide for the additional cost of \$24,072.56 for additional contract expenses for phase I of the City of Newburgh Facilities Master Plan.

RESOLUTION NO.: 224 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
MITCHELL ASSOCIATES ARCHITECTS FOR ARCHITECTURAL SERVICES
FOR THE CITY OF NEWBURGH FACILITIES MASTER PLAN PHASE I
AT A COST OF \$107,400.00 AND AMENDING RESOLUTION NO: 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER FUNDS FROM HEALTH INSURANCE TO
EXECUTIVE OFFICE - CONSULTANT SERVICES

WHEREAS, the City of Newburgh has undertaken the development of a Facilities Master Plan to examine its options in determining whether to renovate existing government offices and other facilities, to consolidate offices and facilities, or to build new offices and facilities; and

WHEREAS, the City wishes to accept a proposal and execute an agreement with Mitchell Associates Architects for architectural services for phase I of the Facilities Master Plan; and

WHEREAS, the phase I services will be comprised of an existing conditions and needs assessment; and

WHEREAS, the cost for the phase I services will be \$107,400.00 and funding will be transferred from A.3120.0860-Health Insurance and A.3412.0860-Health Insurance to A.1230.0455.0001-Consultant Services _ Newburgh Facilities Master Plan; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work 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 execute an agreement with Mitchell Associates Architects for architectural services for phase I of the City of Newburgh Facilities Master Plan at a cost of \$107,400.00; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No. 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.3120.0860 Health Insurance	\$ 60,889.00	
A.3412.0860 Health Insurance	\$ 46,511.00	
	<u>\$107,400.00</u>	
 A.1230.0455.0001		
Consultant Services _ Newburgh Facilities Master Plan		<u>\$107,400.00</u>
 TOTALS:	 \$107,400.00	 \$107,400.00

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Sept 19
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 19 day of Sept 2019

Lorene Vittek
City Clerk

RESOLUTION NO.: 238 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 9, 2020
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2021 BUDGET FOR THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2021 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 9th day of November, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the November 9, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

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<https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_TP060hmCRfW1l5ff55npNg. (Please note that there is an underscore between the "N" and "T").

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_TP060hmCRfW1l5ff55npNg. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 12:00 p.m. on Monday, November 9, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

RESOLUTION NO.: 239 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A WATER INNOVATION LEADERSHIP DEVELOPMENT PROGRAM
SCHOLARSHIP GRANT IN THE AMOUNT OF \$14,000.00**

WHEREAS, Water Innovation Leadership Program is a year-long, cohort based executive education program designed for emerging leaders in small or mid-sized City/Municipal water services management which provides transformative leadership training to empower rising water utility leaders to embrace new practices and implement innovative, equitable solutions to water infrastructure challenges, particularly in circumstances of change; and

WHEREAS, after completing the program, selected participants will have improved awareness of new tools and resources for individual leader and team use; increase exposure to innovative thinking, risk management, and create problem solving; improve capacity to advance equity within water utilities and in community engagement; explore personal leadership style, development of goals, and self-awareness; understand a framework for team building and managing effective teams internal and external to the organization; join an expanded network of partners and allies across the nation; and earn a Certificate of Completion from the Nicholas School of the Environment at Duke University; and

WHEREAS, the total cost of the year-long program per student is estimated at \$14,000.00 and full scholarships are available to 15 participants per year which include the cost of tuition for all sessions, and travel and lodging for in-person workshops; and; and

WHEREAS, the City of Newburgh Water Department proposes to apply for 1 scholarship in the amount of \$14,000.00 with no City-match; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a Water Innovation Leadership Program scholarship in the amount of \$14,000.00 with no City match; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 240 -2020

OF

OCTOBER 13, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD TWO (2) ASSISTANT MAINTENANCE MECHANIC POSITIONS
ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH WATER DEPARTMENT**

WHEREAS, the Water Department has advised the City Manager the department is in need of 2 additional individuals to perform the duties of “Assistant Maintenance Mechanic” to promote the economy and efficiency within the Department; and

WHEREAS, the creation of the 2 Assistant Maintenance Mechanic positions will be on a temporary basis and funding for such positions will be derived from available funds in F.8320.0101 (Ponds and Reservoirs) and F.8340.1010 (Distribution); and

WHEREAS, the City Council has determined that adding two temporary Assistant Maintenance Mechanic positions in the Water Department 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 Personnel Analysis Book for the fiscal year 2020 be amended to add two (2) additional positions on a temporary basis in the job title “Assistant Maintenance Mechanic” in the Water Department.

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RESOLUTION NO.: 241 -2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 9 CARSON REALTY PARTNERS LLC TO THE PREMISES
KNOWN AS 9 CARSON AVENUE (SECTION 46, BLOCK 5, LOT 21)**

WHEREAS, on September 10, 2019, the City of Newburgh conveyed property located at 9 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 46, Block 5, Lot 21, to 9 Carson Realty Partners LLC; and

WHEREAS, the managing member of the company has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 9 Carson Avenue, Section 46, Block 5, Lot 21 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 10, 2019, from THE CITY OF NEWBURGH to 9 CARSON REALTY PARTNERS LLC, recorded in the Orange County Clerk's Office on December 27, 2019, in Liber 14677 of Deeds at Page 308 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 242 -2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 5 BUSH REALTY PARTNERS LLC TO THE PREMISES
KNOWN AS 5 BUSH AVENUE (SECTION 16, BLOCK 6, LOT 14)**

WHEREAS, on August 10, 2017, the City of Newburgh conveyed property located at 5 Bush Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 16, Block 6, Lot 14, to 5 Bush Realty Partners LLC; and

WHEREAS, the managing member of the company has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 5 Bush Avenue, Section 16, Block 6, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated August 10, 2017, from THE CITY OF NEWBURGH to 5 BUSH REALTY PARTNERS LLC, recorded in the Orange County Clerk's Office on August 21, 2017, in Liber 14277 of Deeds at Page 1946 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 243 -2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS
ISSUED TO STEVEN TAYA PROPERTY DEVELOPMENT LLC TO THE PREMISES
KNOWN AS 197 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 13.2)
F/K/A 197 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 13) AND
195 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 14)**

WHEREAS, on October 19, 2017, the City of Newburgh conveyed properties located at 197 North Miller Street and 195 North Miller Street, described at the time of conveyance on the official Tax Map of the City of Newburgh as Section 11, Block 1, Lot 13 and Section 11, Block 1, Lot 14, respectively, to Steven Taya Property Development LLC; and

WHEREAS, the managing member of the company combined the properties into a single lot of record now known as 197 North Miller Street and described on the official Tax Map of the City of Newburgh as Section 11, Block 1, Lot 13.2, and has requested a release of the restrictive covenants contained in the deeds to both 197 North Miller Street and 195 North Miller Street; and

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

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

**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 197 North Miller Street, Section 11, Block 1, Lot 13, now known as 197 North Miller Street, Section 11, Block 1, Lot 13.2, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated October 19, 2017, from THE CITY OF NEWBURGH to STEVEN TAYA PROPERTY DEVELOPMENT LLC, recorded in the Orange County Clerk's Office on October 30, 2017, in Liber 14312 of Deeds at Page 1569 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, 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.

**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 195 North Miller Street, Section 11, Block 1, Lot 14, now known as 197 North Miller Street, Section 11, Block 1, Lot 13.2, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated October 19, 2017, from THE CITY OF NEWBURGH to STEVEN TAYA PROPERTY DEVELOPMENT LLC, recorded in the Orange County Clerk's Office on October 30, 2017, in Liber 14312 of Deeds at Page 1574 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 244 -2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 49 CONCORD REALTY PARTNERS LLC TO THE PREMISES
KNOWN AS 49 CONCORD STREET (SECTION 29, BLOCK 1, LOT 10)**

WHEREAS, on January 8, 2019, the City of Newburgh conveyed property located at 49 Concord Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 1, Lot 10, to 49 Concord Realty Partners LLC; and

WHEREAS, the managing member of the company has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 49 Concord Street, Section 29, Block 1, Lot 10 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 8, 2019, from THE CITY OF NEWBURGH to 49 CONCORD REALTY PARTNERS LLC, recorded in the Orange County Clerk's Office on February 27, 2019, in Liber 14531 of Deeds at Page 957 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 245 - 2020

OF

OCTOBER 13, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 318 NORTH MONTGOMERY STREET (SECTION 4, BLOCK 7, LOT 6)
AT PRIVATE SALE TO BRIAN JOSEPH MONGA FOR THE AMOUNT OF \$330,000.00

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 318 North Montgomery Street, being more accurately described as Section 4, Block 7, Lot 6 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 January 15, 2021, 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>
318 North Montgomery Street	4 - 7 - 6	Brian Joseph Monga	\$330,000.00

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

318 North Montgomery Street, City of Newburgh

(SBL: 4-7-6)

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, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, 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 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The 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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. 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.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. 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.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. 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 **\$33,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price

ACKNOWLEDGED AND AGREED

Date: _____

BRIAN JOSEPH MONGA

RESOLUTION NO.: 246 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
RENEWAL AGREEMENT WITH OPPORTUNITYSPACE, INC. (D/B/A “TOLEMI”)
FOR CONTINUING USE OF BUILDINGBLOCKS SOFTWARE APPLICATION
IN CODE ENFORCEMENT ACTIVITIES AT A COST OF \$27,200.00
FOR A TWO-YEAR TERM**

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase One grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, by Resolution No. 228-2018 of August 13, 2018, the City of Newburgh authorized the City Manager to apply for and accept if awarded Cities RISE Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General in the amount of \$50,000.00 to support the program; and

WHEREAS, the City has been using BuildingBlocks software application and services through its Cities RISE grant agreement with Enterprise Community Partners Inc. and due to completion of that program and funding, the City’s continued use of BuildingBlocks requires a software license and services agreement directly with OpportunitySpace, Inc., d/b/a/ Tolemi; and

WHEREAS, the cost of the software license and service agreement for the continued use of BuildingBlocks is \$27,200.00 for a 2 year period with funding to be derived from CG.3620.0220.3621.2021 -HR; and

WHEREAS, the City Council finds that continuing use of BuildingBlocks and renewing the software license and service agreement directly with OpportunitySpace, Inc., d/b/a/ Tolemi is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a software license and service agreement directly with OpportunitySpace, Inc., d/b/a/ Tolemi for the continued use of BuildingBlocks software application and services.

RESOLUTION NO.: 247 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN ENERGY SERVICES PROGRAM MASTER COST RECOVERY AGREEMENT
WITH THE POWER AUTHORITY OF THE STATE OF NEW YORK**

WHEREAS, by Resolution No. 132-2020 of June 8, 2020, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded a New York State Power Authority Smart Street Lighting Program Grant in the amount of \$75,000.00 with no City-match to offset the cost of acquisition of street lighting infrastructure and conversion to LED lighting for the purpose of saving taxpayer dollars, providing better lighting to their community, reducing energy use and subsequently decreasing the community's impact on the environment; and

WHEREAS, the New York Power Authority's Energy Services Program includes, among other things, energy efficiency projects and services, clean energy technology projects and services and high-performance and sustainable building projects and services (including technologies that reduce air and other pollution and conserve materials and resources such as water); and the construction, installation and/or operation of facilities or equipment done in connection with any such projects, programs or services; and

WHEREAS, the implementation of the Smart Street Lighting grant and other projects requires an agreement between the New York Power Authority and the City; and

WHEREAS, this Council has reviewed the Energy Services Program Master Cost Recovery Agreement with Power Authority of the State of New York and determined that authorizing such 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 execute the Energy Services Program Master Cost Recovery Agreement, in substantially the same form as annexed hereto with other provisions as required by the Corporation Counsel, with the Power Authority of the State of New York.

RESOLUTION NO.: 248 - 2020

OF

OCTOBER 13, 2020

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH LEGAL SERVICES OF THE HUDSON VALLEY
TO ESTABLISH AND IMPLEMENT A PROGRAM THAT PROVIDES TEMPORARY
EMERGENCY INCOME LOSS ASSISTANCE TO LOW-TO-MODERATE- INCOME
INDIVIDUALS OR FAMILIES IN CONNECTION WITH THE CDBG-CV GRANT**

WHEREAS, by Resolution No. 135-2020 of June 22, 2020, the City Council approved an amendment to the City of Newburgh Community Development Block Grant (“CDBG”) Citizen Participation Plan; and

WHEREAS, by Resolution No. 136-2020 of June 22, 2020, the City Council adopted a substantial amendment to the City of Newburgh CDBG FY2019 annual action plan for the allocation of Coronavirus Aid, Relief, and Economic Security (“CARES”) Act funding; and

WHEREAS, the City was awarded funds from the CDBG-CV grant to use for any eligible, Coronavirus relief related community development activities; and

WHEREAS, one such eligible activity is providing temporary emergency income loss assistance to eligible individuals or families; and

WHEREAS, the City issued Request for Proposals (“RFP”) No. 10-20 for a not-for-profit entity to establish and implement a program that would provide such assistance to eligible individuals and families; and

WHEREAS, a review committee has reviewed the responses to the RFP and recommended to City Council that Legal Services of the Hudson Valley be selected to provide said services; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into an agreement with Legal Services of the Hudson Valley to provide said services in accordance with the specifications and requirements outlined in the RFP; and

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 agreements with Legal Services of the Hudson Valley, with all such terms and conditions as may be required by the Corporation Counsel, for the establishment and implementation of a program as outlined in RFP No. 10-20.

NOTICE

RFP #: 10-20

Date Issued: July 20, 2020

Submittal Date: August 14, 2020

Request for Proposals (“RFP”) *for Sub-recipient to Manage* Homeless Prevention Due to Loss of Income Directly Related to the COVID-19 Pandemic

Purpose of the Proposal

The City of Newburgh, New York, seeks proposals from eligible not-for-profit organizations (hereafter “Proposers”) to establish and implement a program in the City of Newburgh to assist low-to-moderate income individuals and families facing eviction or housing-related hardship due to the Coronavirus (COVID-19) pandemic.

The Coronavirus Aid, Relief and Economic Security Act (“CARES” Act) signed into Public Law (116-136) on March 27, 2020 has made available the use of limited funding to the City of Newburgh to be used to assist City of Newburgh residents who are experiencing financial hardship as a result of the Coronavirus pandemic. The City of Newburgh received these special CARES Act funds through the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) program, hereafter referred to as “CDBG-CV.”

The City of Newburgh seeks proposals from qualified not-for-profit organizations to establish and administer a program that includes temporary assistance to low-to-moderate income residents of the City of Newburgh who have a demonstrated financial hardship due to temporary or permanent loss of employment income related to the Coronavirus pandemic. This Request for Proposal (“RFP”) is intended to identify and secure a contract with a non-profit agency who demonstrates experience and capacity to administer an Emergency Income Payment (Rent) Assistance Program. The City of Newburgh will execute a contract based on City of Newburgh City Council approval with a tentative end date of August 31, 2021.

The organization must have the ability to identify and evaluate low-to-moderate income households with a goal of maintaining housing stability of qualified City of Newburgh residents. Current HUD CDBG guidance allows for up to three consecutive months of emergency income payment assistance for income-eligible recipient households, to be made directly to the provider of such services on behalf of an individual or family.

Proposals must be received by Todd Venning, City Comptroller, located at City Hall, 83 Broadway, fourth floor, Newburgh, New York 12550 by no later than 4 p.m. on August 14, 2020.

Project Timeline:

The project is expected to be ready for administration prior to the expiration of Executive Order 202.28, which stayed eviction proceeding in New York State through August 20, 2020. All monies shall be expended by August 31, 2021.

Project Budget:

The City has allocated **\$413,511** for this project. The budget may include a maximum of **15%** of the allocation for administrative overhead for the duration of the contract.

Eligibility and Minimum Qualifications:

To qualify for a contract award, an applicant must have the following minimum qualifications:

- Public agency, or private not-for-profit organization.
- Demonstrated ability to manage federal funds.
- Demonstrated history in administering programs designed to assist low-to-moderate income individuals/families.
- Demonstrated history in administering programs designed to assist low-to-moderate income individuals/families for a minimum of three years.

Selection Criteria:

Proposals that comply with the requirements specified in this RFP will be evaluated according to the established criteria designated below. Only the criteria listed below will be used to evaluate proposals:

- Quality of Proposal/Program Description
- Organizational Capacity
- Staffing Plan
- Data Reporting and Collection/Quality Assurance Requirements
- Cost/Budget
- Track Record of Success in Past, Similar Projects

Proposals must fully address the evaluation factors, contain complete technical submittals, references, and data to verify qualifications and experience. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive.

The City reserves the right to amend this RFP in writing at any time. The City reserves the right to cancel and/or reissue the RFP at any time. The City may seek clarification or additional information from applicants. The City reserves the right to reject any or all proposals and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities.

An award will be made to the proposal that offers the most advantageous proposal after consideration of the evaluation criteria set forth above. The City will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all proposals have been evaluated.

Scoring Criteria:

Applications passing threshold requirements will be reviewed and scored by City of Newburgh personnel. Scoring criteria shall be as follows:

Maximum Total Score:	100 points
Quality of Proposal	25 points
Organizational Capacity	25 points
Staffing Plan	10 points
Data Reporting	10 points
Cost/Budget	20 points
Previous History	10 points

Quality of Proposal

- Demonstrated understanding of Federal CDBG and Federal CDBG – CV program rules.
- Ability to meet requirements for use of funds including but not limited to Federal Environmental Review Requirements, as well as Subrecipient monitoring.
- Understanding of City of Newburgh municipal procurement requirements.
- Description of how the proposed program will serve the target population, determine eligibility, program staffing, and estimated number of individuals to be served.

Organizational Capacity

- Applicants' prior experience with providing rental assistance and/or case management
- Availability of third-party sources of funding
- Overall financial condition and the applicant's ability to absorb potential cost overruns or other costs not anticipated in the project budget
- Experience using government funds

Staffing Plan

- Number of employees who will participate in program development and implementation.
- Description of the general role of each employee in the program

Data Reporting

- Prior examples of completion and compliance with government-mandated program reporting requirements

Cost/Budget

- Budget of proposed staffing and services
- Organizational audit and/or financial statements
- Ability to comply with Office of Management and Budget (OMB) Cost Principles and budget requirements as listed in 2 CFR Part 200

Previous History

- Examples of prior experience with providing rental assistance and case management

Proposal Requirements:

1. Statement of Interest – Detail the background and mission of the organization and how it is qualified to administer a program of this nature.
2. Statement of Qualifications – Provide a brief history of the organization, including purpose, current programs and number of staff persons. Describe the experience and capacity of the applicant to coordinate, provide and/or act as a referral agent for community-based services that support the low-to-moderate income population. Detail relevant public sector experience and any similar services provided for other municipal agencies in the past.
3. Cost Proposal – include funding awards from other sources (if applicable) that could maximize or leverage the funding source in this RFP, including but not limited to any other type of COVID-19 response funding.
4. References -- provide contact information for at least two prior public clients that the applicant worked with on projects of this nature within the past three years.
5. Non-Collusion Affidavit – applicant must provide an affidavit that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

6. Acknowledgment Statements – statement acknowledging receipt and understanding of the following, all annexed to this RFP as **Attachment A**:
 - a. Program Specifications
 - b. Subrecipient Agreement
 - c. City Procurement Policies and Procedures
 - d. Duplication of Benefits Policies and Procedures

Deliverables

The City shall provide a Notice of Award within 15 days after choosing the winning proposal. The successful proposer shall then enter into a contract (CDBG Subrecipient Agreement) with the City and submit the following:

- Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the City of Newburgh as an additional insured;
- Completed IRS W-9 tax form;
- Proof of Registration on the System for Award Management (“SAM.gov”); and
- Acceptance documents contained in Attachment A.

Submittal Deadlines/Requirements

1. Applicant shall comply with all requirements in the “Proposal Requirements” section of this RFP.
2. Applicant shall indicate a designated contact in its proposal package, along with that individual’s name, address, phone number(s) and e-mail address.
3. Failure to provide all required submittals in completed form and/or a clearly marked original with original signatures may result in a non-responsive proposal and given no consideration. Proposals must be neat, complete, and fully address cost, proposer qualifications and references.
4. Proposals shall be sent to Todd Venning, City Comptroller, City Hall, 83 Broadway, Newburgh, New York 12550 on or before August 14, 2020 with “Subject Line” filled as “**RFP: 10-20 – [Organization Name]**”.
5. Responses which do not meet this deadline may not be considered.

Award of the contract may be subject to approval by Newburgh City Council. The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this this proposal.

For any questions about the RFP, contact Alexandra Church at achurch@cityofnewburgh-ny.gov

Attachment A

TEMPORARY EMERGENCY INCOME PAYMENT PROGRAM SPECIFICATIONS

Overview

The purpose of the Temporary Emergency Income Payment Program (“Program”) is to mitigate and assist low- to moderate-income families and individuals who suffered, and may continue to suffer, from a temporary financial setback due to the COVID-19 public health pandemic and who need help with delinquent residential rent. Governor’s Cuomo’s Executive Order 202.28 continued a temporary eviction moratorium until August 2020 that began in March 2020. The Program may serve to assist renters who have been unable to pay rent during the moratorium period. Funding sources for the Program may be from Community Development Block Grant funds, including recently allocated federal CDBG stimulus funds (CDBG-CV) to support the Program’s purpose.

Type of Assistance

Rental assistance for tenants experiencing an unforeseen financial crisis and inability to pay rent due to a loss of income related to the COVID-19 public health emergency. The form of assistance will be a grant payable directly to the landlord through an agreement between the landlord and the City.

Program Administration

The Program Administrator will have expert understanding of the needs of low-to-moderate income households in the City of Newburgh who face eviction or housing-related financial hardship as a result of the COVID-19 pandemic. The Program Administrator’s role is to maintain housing stability of City of Newburgh residents by collecting and vetting Income Assistance Applications to evaluate financial need; and administering payment of funds to, or on behalf of, program eligible individuals.

Funding Process and Priorities

- In an effort to ensure the preservation of housing stability, applications will be accepted on a first-come, first-serve basis.
- In an effort to prioritize those that are most in need, applicants with the lowest income levels will receive priority over other eligible applicants.
- There is no cap on the amount of rental assistance per household. A rent reasonableness assessment may be conducted by Program Administrator as a determination of the amount of the assistance provided.
- Rental assistance is available for up to 3 months of rent per household.

Applicant Eligibility and Requirements

Households must demonstrate an inability to meet rent obligations through documenting a loss of income and lack of assets available to meet rent obligations. To qualify for assistance, applicants must meet the following criteria:

- Resident of the City of Newburgh
- Proof of monthly rental amount (written lease is not required) subject to rent reasonableness assessment conducted by Program Administrator
- Proof of being current on rent through February 2020
- Total household income does not exceed the Low-Income limits (80% of Area Median Income) established for Orange County, adjusted by household size. See table below for 2020 Maximum Income Limits, effective April 30, 2020:

Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80% AMI	\$54,950	\$62,800	\$70,650	\$78,500	\$84,800	\$91,100	\$97,350	\$103,650

- Household must have a documented **Substantial Decrease in Household Income, defined as provided** related to COVID-19 impacts due to health, employment, out-of-pocket medical expenses or school/childcare closures as evidenced by the following:
 - Termination Notice
 - Payroll Check or Pay Stubs
 - Bank Statements
 - Medical Bills
 - Signed Letter from Employer explaining tenant's(s) changed financial circumstances
 - Unemployment Award Letter
- Self-Certification (by tenant) of inability to pay rent.

Special Considerations

The following tenants may be eligible to participate in the Program if they meet certain requirements:

- Section 8 Tenants, whose rental rate is based on their household income may be eligible to participate in the program, up to the tenant's share of the rent
- Tenants of a City- or other regulated affordable housing development

Ineligible Applicants

The following tenants/landlords are ineligible to participate in the Program:

- Tenants that received assistance in another **Rental Assistance Program** since March 16, 2020;
- Tenants that are immediate relatives, through blood or marriage (i.e. child, parent, sister, brother, grandparent, aunt, uncle) of the lessor;
- Single owner-occupied residence, when the owner-occupant rents or leases a majority the number of bedrooms or occupants of the residential unit.

Program Assistance

- Rental relief assistance will be provided in an amount that is the tenant's actual rent, subject to rent reasonableness assessment conducted by Program Administrator
- Grant funds will be disbursed to the Program Administrator. Rents will be released directly to the tenant's landlord.
- Prior to the release of funds, the Program Administrator must receive the following documents:
 - From the Landlord
 - W-9 for the Landlord receiving rental payment
 - Signed affidavit affirming that the Landlord has not and will not receive payment for the same month(s) rent due for the same tenant from any other rental assistance or mortgage assistance program
 - Proof of a current Rental License issued by the City of Newburgh, or proof of a completed rental license application (including proof of fee payment) submitted to the City of Newburgh Department of Code Compliance
 - From the Tenant
 - Signed affidavit affirming that the tenant is not receiving rent from any other sources (rental assistance programs, sub-lessees, roommates, etc.)

Program Process

The Rental Assistance Program Administrator will, at a minimum, manage the following process:

- Creation of Income Assistance Program Application, in English and Spanish;
- Assist tenants in the completion of Income Assistance Program Application form;
- Market/advertise information of the availability of the Income Assistance Program in English and Spanish;
- Verify contents of Income Assistance Program Tenant Applicants, including but not limited to:
 - Identification of the Income Assistance Program Applicant
 - Household Size and Income
 - Confirmation of most recent rental payment(s) made immediately preceding March 16, 2020
 - Documented loss of income related to COVID-19
 - Tenant affidavit/certification confirming that tenant is not receiving rental payment or rental assistance funds from other sources (e.g.: sub-lessees or other rental programs)
- Verify Rental Assistance Program grant payment requirements with Landlord
- Create summary document and provide summary with contents of Income Assistance Program Application to the City of Newburgh
- Create template letters to tenant applicants confirming or denying Rental Assistance Program grant payment to Landlord

Programmatic Evaluation

In order to determine the effectiveness of the COVID-19 Emergency Rental Assistance Program, the Program Provider in conjunction with the City will track and evaluate the following:

- Summary of Applicants who were approved and received rental assistance:
 - Name and Address
 - Participant Eligibility -- number and percent of households at each income group
 - (0-30%, 31-50%, and 51-80% AMI) and racial category (CDBG reporting requirement)
 - Reason(s) for financial loss
 - Total rental assistance payment approved including the amount paid and for what month/year
- Summary of Applicants who were denied rental assistance including the following
 - Name and Address
 - Reason for Rental Assistance Program denial
- Review of eviction filings for the 6 months following the end of the Eviction Moratorium and rate of evictions from Rental Assistance Program participants

**COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF NEWBURGH AND
[SUBRECIPIENT NAME]**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made as of the _____, 2020, by and between the CITY OF NEWBURGH, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 ("City") and [SUBRECIPIENT NAME], a _____ non-profit corporation ("Subrecipient"), with an address of _____.

RECITALS

- A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is _____. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement _____. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is _____.
- B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.
- C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 TERM OF AGREEMENT

1. Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue in force and effect until August 31, 2021.

SECTION 2 SUBRECIPIENT OBLIGATIONS

1. Use of CDBG Funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in **Exhibit A** attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as **Exhibit B** and incorporated herein by reference. The City may approve minor changes to the budget that do not exceed the maximum amount in Section 3 of this Agreement.

2. Representation and Warranties. Subrecipient hereby represents and warrants to the City as follows:
 - a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.
 - b. Subrecipient is a non-profit organization permitted to receive CDBG funds under the Act and the Regulations.
 - c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.
3. Compliance with Law. Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:
 - a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;
 - b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and
 - c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.
4. Licenses, Permits, Fees and Assessments. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.
5. Personnel and Participant Conditions.
 - a. Civil Rights
 - i. Compliance. Subrecipient agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

- ii. Nondiscrimination. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
 - iv. Section 504. Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program.
- b. Affirmative Action
- i. EO 11246. Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in 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.
 - ii. Women- and Minority-Owned Businesses (W/MBE). Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans,

Asian-Americans, and American Indians. Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

- iii. Access to Records. Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
 - iv. Notifications. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. EEO/AA Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
 - vi. Subcontract Provisions. Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.
- c. Employment Restrictions
- i. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
 - ii. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- d. "Section 3" Clause
- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which

would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

- ii. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.
- iii. Notifications. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iv. Subcontracts. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Environmental Requirements. Lead Based Paint. In accordance with 24 CFR Part 570.608, Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five- tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.
- f. Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

SECTION 3 DISBURSEMENT OF FUNDS

1. Maximum Amount of CDBG Funds. The maximum amount of CDBG funds to be provided to Subrecipient is **\$413,500.00** in the form of a grant. Subrecipient hereby acknowledges that the

City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

2. Maximum Amount of General Funds. Not applicable.
3. Termination of Fund Obligation. The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.
4. Method of Payment- CDBG Funds. Unless otherwise specified in **Exhibit A**, not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form and/or manner acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (**Exhibit B**) and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.
5. Method of Payment - General Funds, if applicable. City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make payments for services satisfactorily performed within 30 days after said services are invoiced. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.
6. Program Income. Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.
7. Separation of Funds. The Subrecipient shall certify that Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.
8. Indirect Costs. Not applicable.

SECTION 4 PERFORMANCE SCHEDULE

1. Schedule of Performance. Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as **Exhibit A** and incorporated herein by this reference.
2. Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse the City in an amount (together with any amounts previously repaid to the City) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG funds and/or other program income used to acquire or improve the property and denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

SECTION 5 COORDINATION OF WORK

1. Representative of Subrecipient. The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.
2. Contract Officer. Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.
3. Prohibition Against Subcontracting or Assignment. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.
4. Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the

services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
6. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or co-operative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. Lobbying Certification - Paragraph d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1353, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 6 INSURANCE REQUIREMENTS

1. Insurance. Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.
2. Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000) per accident. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.
 - a. Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:
 - i. Certificate of Liability Insurance in the amounts specified in the section; and
 - ii. Waiver of Subrogation Endorsement as required by the section.
 - iii. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - [A] The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - [B] City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of

the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

[C] Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

[D] For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

iv. Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

[A] Certificate of Liability Insurance in the amounts specified in the section;

[B] Additional Insured Endorsement as required by the section;

[C] Waiver of Subrogation Endorsement as required by the section; and

[D] Primary Insurance Endorsement as required by the section.

b. Professional Liability Insurance.

i. General Requirements. Subrecipient, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than one million dollars (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

ii. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

[A] The retroactive date of the policy must be shown and must be before the date of the Agreement.

[B] Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

[C] If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement,

Subrecipient shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

[D] A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

- iii. Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.
 - iv. Submittal Requirements. To comply with Subsection 6.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.
- c. All Policies Requirements.
- i. Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
 - ii. Deductibles or Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - iii. Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
 - iv. Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.
 - v. Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- vi. Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

[A] Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

[B] Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or

[C] Terminate this Agreement.

SECTION 7 ADMINISTRATIVE REQUIREMENTS

1. Financial Management.

- a. Accounting Standards. Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable for all costs incurred whether charged on a direct or indirect basis.

2. Documentation and Record-Keeping

- a. Records to be Maintained. Subrecipient shall maintain all records required by the Federal regulations specific in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
 - iii. Records required determining the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR Part 570.502, and Part 84; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR 570.

- b. **Retention.** Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.
3. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
4. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. **Property Records.** Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).
6. **National Objectives.** Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).
7. **Performance Monitoring.** The City will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
8. **Close-Outs.** Subrecipient obligations to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including but not limited to the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.
9. **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after

receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

SECTION 8 ENFORCEMENT OF CONTRACT

1. **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of New York and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Supreme Court of the County of Orange, State of York, or the United States District Court for the Southern District of New York. Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
2. **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.
3. **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8:
 - a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
 - b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
 - c. Wholly or partially suspend or terminate the award and this Agreement; and;
 - d. Withhold further awards for the project and/or the facility; and
 - e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

4. Termination for Convenience. This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.
5. Waiver. No delay or omission in the exercise of any right or remedy by a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
6. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
7. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.
8. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 9 CITY OFFICERS AND EMPLOYEES

1. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.
2. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

3. Indemnify and Hold Harmless. Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability.

SECTION 10 MISCELLANEOUS PROVISIONS

1. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Newburgh
attn.: City Clerk
83 Broadway, 1st Floor
Newburgh, New York 12550

copy to: City of Newburgh
attn.: Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

To Subrecipient: [NAME]
[ADDRESS]
[ADDRESS]

2. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
3. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
4. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

5. Corporate Authority. The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

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Signature Page

City of Newburgh with [SUBRECIPIENT NAME]

[DESCRIPTION OF AGREEMENT]

IN WITNESS WHEREOF, the City and Subrecipient 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: _____, 2020 CITY OF NEWBURGH

By: _____

Name: Joseph P. Donat

Title: City Manager

DATED: _____, 2020 [SUBRECIPIENT NAME]

By: _____

Name: _____

Title: _____

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

On this ____ day of _____, in the year 2020, before me personally appeared Joseph P. Donat, 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 ORANGE)

On this ____ day of _____, in the year 2020, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

DRAFT

EXHIBIT A – SCOPE OF WORK

Applicants must be able to set up and administer a CDBG-CV compliant program for low-to-moderate income individuals or families of the City of Newburgh facing eviction or housing-related hardship due to the Coronavirus (COVID-19) pandemic.

The program must include the following components:

- Application development that incorporates required qualification criteria;
- Application screening and review;
- Assistance/support for individuals to complete the application process;
- Program delivery in English and Spanish language;
- General marketing/advertising of the program;
- Participation and facilitation of mediations, discussions, or general conferences between landlords and tenants, including possible Newburgh City Court-directed conferences.
- Data tracking that includes, but is not limited to:
 - Number of applications received
 - Number of applications granted based on program criteria
 - Number of applications denied based on program criteria
 - Actual amount of funds distributed
 - Number of cases that receive an award amount
- Quarterly summaries of data tracked and collected, to be provided to the City.

EXHIBIT B -- BUDGET

To be provided by RFP awardee.

DRAFT



Community Development Block Grant (CDBG) Procurement Policy City of Newburgh 2020

This document provides the policies and procedures for the procurement of goods and services utilizing funding from the City of Newburgh Community Development Block Grant ("CDBG"). 24 CFR 85.36 requires grantees and sub-grantees to "use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section." This Statement of Procurement Policy complies with the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR 500, 24 CFR 85, and the procurement standards of 2 CFR 200, as well as the City of Newburgh Procurement Policy and Procedure.

I. General Provisions

A. Purpose

The purpose of this Statement of Procurement Policy is to:

- 1) provide for the fair and equitable treatment of all persons or firms involved in purchasing by the City of Newburgh;
- 2) assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the City of Newburgh;
- 3) promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and
- 4) assure that the City of Newburgh purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and City of Newburgh policies.

B. Application

Per 2 CFR 200.318(a), the non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section. Therefore, this Statement of Procurement Policy ("Statement") applies to all contracts for the procurement of supplies, services, and construction entered into by the City of Newburgh after the effective date of this Statement. It shall apply to every expenditure of funds by the City of Newburgh for public purchasing, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this Statement shall prevent the City of Newburgh from complying with the terms and conditions of any grant, contract, gift, or bequest that is otherwise consistent with law.

When both HUD and non-Federal funds are used for a project, the work to be accomplished with the funds should be separately identified, and the provisions of this Statement must be applied to the work financed by HUD; if it is not possible to separate the funds, the provisions of this Statement shall be applied to the total project.



Community Development Block Grant (CDBG) Procurement Policy City of Newburgh 2020

The term "procurement," as used in this Statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of materials, supplies and equipment.

C. Procurement Authority and Administration

Contracting Officer.

All procurement transactions shall be administered by the Contracting Officer, who shall be the City Manager, or other individual he or she has delegated in writing, or such other individual specified by the City Council. The City Manager shall issue operational procedures to implement this Statement. The City Manager shall also establish a system of sanctions for violations of the ethical standards described in in this Statement.

Contracting Officer Duties.

The City Manager or his/her designee shall ensure that:

- a. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing. The annual plan should be completed by December 31 of each year;
- b. Procurements and modifications are in writing, clearly specifying the desired supplies, services, or construction activity, and are supported by sufficient documentation, regarding the history of the procurement, including as a minimum the rationale for the procurement method chosen, the contract type, the rationale for selecting or rejecting offers, and for procurements in excess of the Simplified Acquisition Threshold, a price or cost analysis supporting the basis for the contract price;
- c. For procurements other than small purchases, public notice is given of each upcoming procurement before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 30 days for main construction contracts and 30 days for other contracts is provided for preparation and submission of bids or proposals; and notice of contract award is made available to the public;
- d. Solicitation procedures are conducted in full compliance with Federal standards stated in 2 CFR 200.320 and 24 CFR 85;
- e. An independent cost estimate is prepared before formal solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
- f. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted;
- g. A contract administration system is maintained to insure that contractors perform in accordance with their contracts, which provides for the proper inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.



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D. Cooperative Purchasing

The City of Newburgh may enter into a New York State agreement to purchase or use common goods and services. The decision to use the New York State contract or conduct a direct procurement shall be based on fostering greater economy and efficiency. If used, the New York State agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The City of Newburgh is encouraged to use Federal or New York State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

E. Specifications and Scopes of Work

General

All specifications and scopes of work shall be drafted to promote overall economy for the purposes intended and to encourage competition in satisfying the City of Newburgh's needs. Specifications and scopes of work shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase (but see Section V below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

Limitations

The following specification and scope of work limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy the City of Newburgh's needs); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any New York State or City of Newburgh laws. Specifications and scopes of work shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the City of Newburgh computer needs and then allowing that consultant to compete for the subsequent contract for the computers).



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F. Assistance to Small and Minority Businesses

Required Effort

The City of Newburgh must make good faith efforts to ensure those small businesses and minority-owned businesses, women's business enterprises, and individuals or firms located within or owned in substantial part by persons residing in the City of Newburgh are used when possible. Such efforts shall include, but shall not be limited to:

- a) including such firms, when qualified, on solicitation mailing lists;
- b) encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d) establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e) using the services and assistance of the Small Business Administration;
- f) requiring prime contractors, when subcontracting is anticipated, to take the steps listed in "a" through "e" above.

G. Contract Clauses

Required Clauses

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 2 CFR 200.326 and Appendix II to Part 200, such as the following:

- Administrative, contractual and legal remedies when contractor violates or breaches contract (Contracts over small purchase threshold)
- Termination for Default and Termination for Convenience (Contracts over \$10,000)
- Equal Employment Opportunity
- Davis-Bacon Act and Copeland "Anti-Kickback" Act (or Locally-Determined Wage Rate requirements, if applicable)
- Contract Work Hours and Safety Standards Act
- Rights to Inventions Made Under a Contract or Agreement
- Clean Air Act and Federal Water Pollution Control Act
- Debarment and Suspension
- Byrd Anti-Lobbying Amendment



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- Procurement of recovered materials

Forms

If all required clauses are not included on forms (e.g., Form HUD 5370), then the City of Newburgh shall attach any additional clauses to the forms used in contract documents and shall include the contract clauses and solicitation notices for Indian preference described above.

H. Contract Types and Options

Contract Types

Any type of contract (pricing arrangement) which is appropriate to the procurement and which will promote the best interests of the City of Newburgh may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties and shall be in the HUD-approved form of contract. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the City of Newburgh needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation (FAR), found in 48 CFR Chapter 1. A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

Options

Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in the solicitation; (ii) the option is a unilateral right of the City of Newburgh; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the 'Options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the City of Newburgh than conducting a new procurement.

II. Section 3 of the HUD Act of 1968

Recipients shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations in 24 CFR part 135, to the maximum extent



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feasible. Section 3 provides job training, employment, and contracting opportunities for low-income individuals.

Definitions

Section 3 Business Concern

- 1) A business concern that is 51% or more owned by Section 3 residents, or
- 2) Whose permanent, full time employees include persons, at least 30% of whom are current Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- 3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in 1 and 2 above.

Section 3 Resident

- 1) A public housing resident; or
- 2) An individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, and who is low-income or very low-income as defined by the Housing Act of 1937.

The recipient threshold requirements for Section 3 apply only to those Section 3 covered projects or activities for which the amount of assistance exceeds \$200,000. Covered projects are housing rehabilitation, housing construction, and other public construction projects.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.



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- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Examples of efforts to offer training and employment opportunities to Section 3 residents and procurement procedures that provide for preference for Section 3 business concerns may be found under 24 CFR Part 135, Appendix to Part 135.
- g. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

III. Procurement Methods

Selection of Method

When satisfying its needs by procurement, the City of Newburgh shall choose one of the following procurement methods, based on the nature and anticipated dollar value of the total requirement. The City of Newburgh shall provide a rationale in its supporting documentation as to why it selected that particular method.



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Micro-Purchase Procedures

General

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). Any procurement not exceeding \$2,000 (ICDBG Program) may be conducted in accordance with the micro-purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a micro-purchase under this section, except as may be reasonably necessary in instances where breaking out such procurements can be shown to result in more economical purchases.

Petty Cash Purchases

Petty cash purchases should be kept to a minimum, since purchasing in limiting quantities does not provide for the best price and all administrative requirements under small purchases apply.

Obtaining Quotes

To the extent practicable, the City of Newburgh must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable per 2 CFR 200.404.

Small Purchase Procedures

General

Any procurement from \$2,000.00 not exceeding \$100,000.00 may be conducted in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

Obtaining Quotes

The City of Newburgh shall solicit price quotations by phone, letter, email or other informal procedure that allows participation by a reasonable number of competitive sources. When soliciting quotations, the City of Newburgh shall inform the sources solicited of the specific item being procured, the time by which quotations must be submitted, and the information required to be submitted with each quotation. The City of Newburgh shall obtain written quotations; however, the written quotation may be a confirmation of a previous oral quotation only if it is submitted by the due date for submitting all quotations. The names, addresses, telephone numbers, email addresses



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and any other contact information of the contractors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

Competition

The City of Newburgh shall attempt to obtain quotations from a minimum of three qualified sources and document the procurement file with a justification whenever it has been unable to obtain at least three quotations. Solicitation of fewer than three sources is acceptable if the City of Newburgh has attempted but has been unable to obtain a sufficient number of quotations. The sole quotation received may be accepted only in unusual circumstances (such as an emergency threatening public health and safety). But would also need to be consistent with the requirements of 2 CFR 200.320(b).

Award based on price

For small purchases, award is generally based on price and fixed specifications taking into account the method of providing City of Newburgh Section 3 preferences.

Sealed Bidding

Conditions for Use

Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For professional services contracts, sealed bidding should not be used.

Solicitations and Receipt of Bids:

Issuance and amendments. An invitation for bids shall be issued including specifications and all contractual terms and conditions applicable to the procurement. Any amendments to the invitation shall be in writing, and if it is necessary to issue an amendment within seven days of the bid opening, the bid opening shall be postponed until at least seven days after the issuance of the amendment. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.



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Bid Opening:

Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and made available for public inspection.

Award:

Award shall be made to the lowest responsive and responsible bidders provided in the invitation for bids by written notice to the successful bidder, as follows: Unrestricted solicitations. If the solicitation is not restricted to a particular enterprise or organization, award shall be made to the qualified economic enterprise or organization with the lowest responsive bid, if that bid is within the maximum total contract price established for the specific project or activity being solicited, and the bid is within the range specified in the Attachment to this Statement.

Mistakes in Bids:

- a) Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is clear or the bidder submits convincing evidence that a mistake was made.
- b) All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City of Newburgh or fair competition shall be permitted.

Competitive Proposals

Conditions for Use:

Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where the City of



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Newburgh allows competitive proposals and determines that conditions are not appropriate for the use of sealed bidding. At least three qualified sources shall be solicited.

Solicitation:

- **General:** A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals.
- **Evaluation Factors:** The Request for Proposal (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub factors, including the weight given to each technical factor and sub factor. The proposals shall be evaluated only on the criteria stated in the RFP.

Negotiations:

In those situations where deemed necessary, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

Award:

After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the City of Newburgh, provided that the price is within the maximum total contract price established for the specific project or activity.



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Architect Engineer Services:

Architect Engineer services in excess of the small purchase limitation may be obtained by either the competitive proposals method or qualifications-based selection procedures. Sealed bidding shall not be used to obtain architect/engineering services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. These procedures shall not be used to purchase other types of services even though architect-engineer firms are potential sources.

Noncompetitive Proposals

Conditions for use:

Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

- a) An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the City of Newburgh, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency; or
- b) Only one source of supply is available, and the Contracting Officer so certifies in writing; or
- c) After solicitation of a number of sources, competition is determined inadequate; or
- d) HUD specifically authorizes the use.

Justification:

Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the City of Newburgh Contracting Officer.



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Price reasonableness:

The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis.

Cancellation of Solicitation

- 1) An invitation for bid, RFP, or other solicitation may be cancelled before offers are due if: the City of Newburgh no longer requires the supplies, services or construction; or, the City of Newburgh can no longer reasonably expect to fund the procurement; or, proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.
- 2) A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; or, ambiguous or otherwise inadequate specifications were part of the solicitation; or, the solicitation did not provide for consideration of all factors of significance to the City of Newburgh; or, prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; or, there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or, a condition for canceling a solicitation and resolicit, as specified above, is met; or, for good cause of a similar nature when it is in the best interest of the City of Newburgh.
- 3) The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited. A notice of cancellation shall be sent to all offerors solicited.



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IV. Cost and Price Analysis

A. General

A cost or price analysis shall be performed for all procurement actions in excess of the Simplified Acquisition Threshold, including contract modifications. The degree of analysis shall depend on the facts surrounding each procurement. The City of Newburgh shall perform an independent cost or price estimate prior to receiving bids or proposals. A cost or price analysis may also be required for smaller purchases at the discretion of the City of Newburgh.

B. Price Analysis

A Price Analysis shall be conducted on any sealed bid prior to awarding a contract. The City of Newburgh shall perform a comparability of prices received in relation to the independent cost estimate, to ensure the price is reasonable and within funds budgeted.

C. Cost Analysis

A Cost Analysis shall be conducted for all competitive proposals (e.g., when contracting for professional, consulting, or architect/engineer services), and for all noncompetitive proposals.

V. Contractor Qualifications and Duties

A. Contractor Responsibility

Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, the City of Newburgh shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor), and financial, administrative, and technical capability to perform contract work of the size and type involved and within the time provided under the contract. If a prospective contractor is found to be non-



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responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

B. Bonding Requirements

- a. Minimum Requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the City of Newburgh may implement bonding requirements different from the minimum federal requirements provided that HUD has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
 - i. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.



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C. Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies (e.g., Department of Labor, for violations of Secretary of Labor Regulations) when necessary to protect the City of Newburgh in its business dealings. The City of Newburgh may suspend or debar a contractor under State or local laws, as applicable. Refer to System for Award Management (<https://www.sam.gov>) for additional information.

D. Qualified Bidder's Lists

Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any pre-qualified lists of persons, firms, or products, which are used in the procurement of supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. Lists of pre-qualified organizations may be maintained by the City of Newburgh. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such qualified suppliers.

VI. Appeals and Remedies

A. General

It is the City of Newburgh's policy to resolve all procurement and contractual issues timely and informally at the City of Newburgh level without litigation.

B. Bid Protests

1. An unsuccessful bidder or offeror may file a written complaint (or protest) with the Contracting Officer three days from the date of the City of Newburgh's notice to the unsuccessful bidder or offeror or from the date of the action (or omission) upon which the complaint is based. The complaint must be signed and shall detail the basis of the complaint. No untimely or oral complaint will be considered.
2. The City of Newburgh need not suspend contract performance or terminate the award of the contract unless the City of Newburgh determines, in its sole discretion, which it appears likely that the contract award will be invalidated and that a delay in receiving the supplies or services will not be prejudicial to the City of Newburgh's interests.



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3. Upon receipt of a complaint, the City of Newburgh shall promptly stamp the date and time of receipt on the complaint and acknowledge receipt of the complaint in three business days.
4. Within three business days of receipt of a complaint, the Contracting Officer shall meet, or communicate by mail or telephone, with the complainant in an effort to resolve the matter. The City of Newburgh Contracting Officer shall make a determination on the complaint within three business days of the City of Newburgh's receipt of the written complaint. The decision of the Contracting Officer shall constitute the final administrative action on the complaint.
5. A complainant must exhaust all administrative remedies with the City of Newburgh before pursuing a protest with HUD or other agency providing funds for the procurement.
6. Reviews of complaints by the Federal or other agency will be limited to:
 - a. Violations of Federal or relevant law or regulations and the standards of this section; and
 - b. Violations of the City of Newburgh's complaint procedures for failure to review a complaint or protests.

C. Contract Claims and Disputes

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to a higher level in the City of Newburgh, such as the City Council.

VI. Ethics in Public Contracting

A. General

The City of Newburgh shall adhere to the following code of conduct governing the performance of their employees, officers or agents engaged in the award and administration of contracts consistent with applicable State or local law, and shall comply with the limitations imposed by 2 CFR 200.318(c).



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B. Conflict of Interest

No employee, officer or agent of the City of Newburgh shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- a) An employee, officer or agent involved in making the award;
- b) His/her immediate family member (as determined by the City of Newburgh in its operating policies);
- c) His/her partner, or,
- d) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Per 24 CFR 570.611(b), no person who participates in the decision-making process or who gains inside information with regard to CDBG assisted activities may obtain a personal or financial interest or benefit from such activities, except for the use of CDBG funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. Immediate family ties are determined by the City of Newburgh in its operating policies.

Employees, agents and grantees who may have acquired confidential and privileged information during their tenure with the City of Newburgh are prohibited from publicly disclosing that information and from using that information for personal purposes. Former Board Members and employees are prohibited from acquiring a contract or any other financial interest, direct or indirect, for any City of Newburgh project or activity that is affected by that confidential or privileged information.

C. Gratuities, Kickbacks, and Use of Confidential Information

City of Newburgh officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain. It is determined that providing meals, entertainment or gifts by an individual company, including all related concerns and individuals, is determined to be of monetary value and is therefore prohibited.

D. Prohibition against Contingent Fees

Contractors shall not retain a person to solicit or secure a City of Newburgh contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees.



City of Newburgh Duplication of Benefits Policies and Procedures

BACKGROUND

The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) makes available \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV). The City of Newburgh is in receipt of CARES Act funds from the Department of Housing and Urban Development (HUD). The City of Newburgh will use the CDBG-CV funds to “prevent, prepare for, and respond to coronavirus” (COVID-19). These activities are carried out in partnership with other agencies through the implementation of a number of CDBG-CV funded programs.

Sec. 312 of the Stafford Act (42 U.S.C. 5155) requires all Stafford Act funded programs to ensure that entities in receipt of federal disaster recovery dollars are not compensated for the same damages through multiple sources. HUD provided specific guidance for CDBG-CV funding through “Clarification of Duplication of Benefits Requirements under the Stafford Act,” 76 Federal Register 221 (16 November 2011), pp. 71060-71066.

“ Requires CDBG-CV grantees to prevent the duplication of benefits, which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.”

This policy and procedure document reinforces those requirements and establishes applicability and responsibility in the implementation of the City of Newburgh’s CDBG-CV grant.

SCOPE OF CITY OF NEWBURGH CDBG-CV POLICY

This policy is applicable to all City of Newburgh Partner Agencies, Subgrantees and Subrecipients responsible for the implementation of programs and projects funded under the City of Newburgh’s CDBG-CV grant. This policy clarifies the policy for City of Newburgh CDBG-CV grant B-20-MW-36-0119.

POLICY

All CDBG-CV funded programs and projects are required to ensure appropriate procedures are in place to prevent Duplication of Benefit (DOB). City of Newburgh Partner Agencies and Subgrantees must ensure that DOB prevention is specifically addressed in their policies and procedures, and all subrecipient agreements and/or contracts must pass that responsibility down to subrecipients. Subrecipients and Subgrantees providing direct benefits to beneficiaries must utilize procedures in accordance with a worksheet prepared for each awardee on file. Each awardee must sign a certification form regarding other assistance received. Both documents must be on file in accordance with 76 FR 71060. Programs have the liberty to design forms that

combine the calculation and the certification requirements. Third party verification of assistance is required, and every attempt to obtain verifications should be undertaken. When verifications are not obtainable and self-declaration can be used as a last resort, but should be the exception.

PROCEDURES

The procedures provided below outline the City of Newburgh's procedures for ensuring no DOBs. In addition to the procedures below, all grant agreements must contain language indicating that any duplication of benefit received post-award will require repayment. Procedures are as follows:

1. Prior to assistance
 - a. Identify total need
 - i. Determine the specific purpose for the CDBG-CV request
 - ii. Total need will be determined by project type (e.g. Emergency Income Payments). The total need must be documented.
 - iii. All costs included in total need must be reasonable and necessary.
 - b. Identify all sources of funding received and reasonably anticipated
 - i. For families and individuals as well as entities, the application for assistance will require documentation for all sources of funding received or reasonably anticipated, and certification that all assistance is reported.
 - ii. 3rd party verify all sources of assistance when possible (Ex. FEMA, SBA, Private Insurance, etc.) When 3rd party verification is not available, document in the file the reason it was not available.
 - c. Recording the information in the DOB Calculation Worksheet, determine which funding sources to include in or exclude from the unmet need calculation (based upon guidance in Fed. Reg. 71,060 – 71,066 [November 16, 2011]) and deduct assistance determined to be duplicative
 - d. Apply program cap, if applicable
 - e. Arrive at maximum assistance award amount
 - f. Execute grant/loan agreement with recipient/beneficiary, including provision that all additional funds received will be reported to the subrecipient program administrator within 15 calendar days. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient/beneficiary will be required to repay any disbursed duplicative benefit.
2. Upon completion of activity for which funds were awarded:

Require recipient/beneficiary to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

3. One year after completion of activity for which funds were awarded or upon project closeout if closeout occurs after March 27, 2026 (six years post event):

Require recipient/beneficiary to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

DOCUMENTATION

Each beneficiary or project file must contain the following:

- a) Duplication of Benefit calculation worksheet form to include:
 - i. Identification of unmet need
 - ii. Identification of all sources of assistance provided to applicant
 - iii. Identification of those sources that are duplicative (with comments as needed)
 - iv. Final award calculation
- b) Any required 3rd party verifications of assistance and/or certifications as follows:
 - i. FEMA programs: letter/s from FEMA and/or data provided by FEMA
 - ii. Insurance: letter from insurance company and/or data if available
 - iii. SBA: letter/s from SBA and/or data provided by SBA
 - iv. Other program documentation
- c) Certification that no additional benefits have been received. This can be a signed affidavit from the beneficiary or other form as created by the program.
- d) A signed subrogation agreement from the recipient Note: Items (c) and (d) can be on the same form.

Additionally, at the program level each implementing agency must have the following:

- a) A description/definition of Duplication of Benefit and likely sources within their program guidelines or in their application and
- b) Recapture policies and procedures

REQUIRED VERIFICATION BY PROGRAM AREA

*Includes charitable resources, local government programs donations of easements or land, other federal funds (CDBG/HOME), or State programs such as Impact grants or Disaster Emergency Fund, etc.

ADMINISTRATION AND RESPONSIBILITY

The City of Newburgh Director of Community Development or his/her designee is responsible for ensuring that duplication policies and procedures are available for all CDBG-CV funded programs and that State Partner Agencies, Subgrantees and Subrecipients are monitored for compliance with this policy.

City of Newburgh Partner Agencies and Subgrantees are responsible for developing and implementing DOB policies and procedures for programs under their purview.

Subgrantees and Subrecipients directly serving beneficiaries are responsible for ensuring that DOB procedures are followed and DOB calculations and certifications are available on file for all beneficiaries. All subgrantees and subrecipients must have recapture procedures in place and in writing within all grant agreements in accordance with 31 U.S.C. Chapter 37 for the return of any identified Duplication of Benefit.

The City of Newburgh Director of Community Development is responsible for the administration, revision, interpretation, and application of this policy. This policy will be reviewed annually and revised as needed to address State and Federal requirements.

RESOLUTION NO.: 249 - 2020

OF

OCTOBER 13, 2020

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
A DASNY STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM GRANT
IN THE AMOUNT OF \$50,000.00 FOR RECREATION PARK FITNESS COURT**

WHEREAS, Senator James Skoufis has secured 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 to fund the development of a fitness court at the Recreation Park in the City of Newburgh; and

WHEREAS, there is no match required for the grant; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept a State and Municipal Facilities Capital Program Grant administered by the Dormitory Authority of the State of New York in the amount of \$50,000.00 to fund the development of a fitness court at the Recreation Park in the City of Newburgh; and

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

RESOLUTION NO.: 250 - 2020

OF

OCTOBER 13, 2020

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
A DASNY STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM GRANT
IN THE AMOUNT OF \$50,000.00 FOR A RECREATION PARK FITNESS COURT**

WHEREAS, Assemblyman Jonathan Jacobson has secured 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 to fund the development of a fitness court at the Recreation Park in the City of Newburgh; and

WHEREAS, there is no match required for the grant; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept a State and Municipal Facilities Capital Program Grant administered by the Dormitory Authority of the State of New York in the amount of \$50,000.00 to fund the development of a fitness court at the Recreation Park in the City of Newburgh; and

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

RESOLUTION NO.: 251 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC.
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, by Resolution No. 242-2016 of September 12, 2016 and Resolution No. 278-2018 of September 24, 2018, the City Council of the City of Newburgh authorized agreements with Auctions International, Inc., an experienced and proven online government surplus sales service provider which sells items to anyone on the public site only charges for the items sold and buyer's premium with no charge to the municipality; and

WHEREAS, the terms of the prior agreements with Auctions International, Inc. were for 2 years and the City of Newburgh finds that entering into a new agreement would continue to generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

RESOLUTION NO.: 278 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC.
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, by Resolution No. 242-2016 of September 12, 2016, the City Council of the City of Newburgh authorized an agreement with Auctions International, Inc., an experienced and proven online government surplus sales service provider which sells items to anyone on the public site only charges for the items sold and buyer's premium with no charge to the municipality; and

WHEREAS, the original term of the agreement with Auctions International, Inc. was for 2 years and the City of Newburgh finds that entering into a new agreement would continue to generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/24/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 25th day of Sept 20 18

Katrina Cotten
Deputy City Clerk

RESOLUTION NO.: 252 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING A “GREEN AMENDMENT” TO
THE NEW YORK STATE CONSTITUTION**

WHEREAS, the right of New Yorkers to clean water, air and a healthy environment is not given any protection in the State of New York’s Constitution; and

WHEREAS, clean water, air, a stable climate and healthy environment are fundamental to sustaining healthy lives and a healthy economy; and

WHEREAS, New York State has a long history of environmental protection and leadership to protect the New Yorker’s health and environment; and

WHEREAS, while environmental laws are designed to manage pollution, clean up and remediate contamination, and conserve natural resources, these laws do not support the notion that clean air, clean water, and a healthy environment are fundamental, inalienable rights; and

WHEREAS, there are still a multitude of issues threatening New York’s water, air, natural resources, such as climate change, emerging contaminants, such as PFAS and PFOA, in our drinking water supplies, poor to failing air quality, and disproportionate environmental impacts environmental justice and frontline communities; and

WHEREAS, the biggest threat to New York’s environment is climate change, which may particularly impact the City of Newburgh by sea level rise which may impact the Hudson River, leading to an eventual loss of the City’s waterfront; and

WHEREAS, climate change impacts are contributing to a loss of habitat and wetlands; detrimental changes to coast lines, including erosion and accretion of land; loss of agricultural productivity; loss of property, injury and death from more severe storms and flooding; and

WHEREAS, increased temperatures during the summers have created more dangerous heat days each year leaving City of Newburgh residents living in urban heat islands at greater risk of extreme heat mortality; and

WHEREAS, peaker plants that produce fossil fuels continue to pollute in New York’s most vulnerable communities causing higher rates of asthma and other illness to the City of Newburgh’s vulnerable population; and

WHEREAS, acid rain caused from combustion of fossil fuel continues to devastate natural resources, including the Catskill and Adirondack Mountains; and

WHEREAS, combustion of fossil fuels produces pollution that leads to respiratory infections, lung cancer, stroke and cardiopulmonary disease, diabetes, and birth defects; and

WHEREAS, extreme storms occur more frequently, destroying homes and businesses and causing long term physical and financial damage to infrastructure in the City of Newburgh; and

WHEREAS, corporate and other polluters allowed PFOS to be discharged into Washington Lake, contaminating the City of Newburgh's primary source of drinking water; and

WHEREAS, fracking waste is still being dangerously dumped in municipal landfills in the Southern Tier, releasing radioactive and toxic chemicals into our water supplies; and

WHEREAS, the potential for harmful algal blooms in Brown's Pond threaten the City's back-up drinking water supply; and

WHEREAS, over 2 billion gallons of untreated sewage are discharged annually into the Hudson River, a drinking water source for tens of thousands of our neighboring municipalities in the Hudson Valley; and

WHEREAS, overdevelopment has degraded our streams and wetlands and left the City of Newburgh's primary drinking water source, Washington Lake, vulnerable to pollution; and

WHEREAS, in recognition that Assemblyman Steve Englebright and Senator David Carlucci sponsored Green Amendment Bills (A.2064/S.2072) that passed the New York State Legislature in April 2019, which stated that:

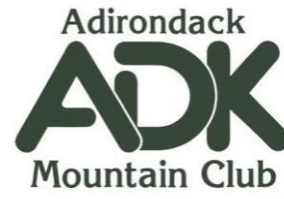
"proposing an amendment to article 1 of the constitution, in relation to the right to clean air and water and a healthful environment"; and

WHEREAS, in recognition that to enact a Green Amendment in the New York State Constitution the above mentioned bill must be passed by the New York State Legislature in 2021 and then be voted on as part of a statewide referendum;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby supports the Green Amendment Bill (A.2064/S.2072) that passed the New York State Legislature in 2019; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York supports the second passage of the Green Amendment Bill by the New York State Legislature in 2021 so that the voters may choose whether to add the right to a clean air, water and healthful environment to the Bill of Rights of the New York State Constitution; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh, New York forward copies of this resolution to the offices of Assembly Member Jonathan Jacobson; N.Y. Senator James Skoufis; Governor Andrew Cuomo; New York State Assembly Speaker Carl Heastie; New York State Senate Majority Leader Andrea Stewart-Cousins; Assembly Member Steve Englebright; and Senator David Carlucci.



RESOLUTION OF THE [MUNICIPALITY i.e. COUNTY, CITY, TOWN, VILLAGE]

RESOLUTION NO. _____ AUTHORITY FOR [MUNICIPAL BODY]
PROPOSED BY: [RESOLUTION SPONSOR]

RESOLUTION IN SUPPORT OF A “GREEN AMENDMENT” TO THE NEW YORK STATE CONSTITUTION

WHEREAS, the right of New Yorkers to clean water, air and a healthy environment is not given any protection in the State of New York’s Constitution; and

WHEREAS, clean water, air, a stable climate and healthy environment are fundamental to sustaining healthy lives and a healthy economy;

WHEREAS, New York State has a long history of environmental protection and leadership to protect the New Yorker’s health and environment;

WHEREAS, while environmental laws are designed to manage pollution, clean up and remediate contamination, and conserve natural resources, these laws do not support the notion that clean air, clean water, and a healthy environment are fundamental, inalienable rights;

WHEREAS, there are still a multitude of issues threatening New York’s water, air, natural resources, such as climate change, emerging contaminants, such as PFAS and PFOA, in our drinking water supplies, poor to failing air quality, and disproportionate environmental impacts environmental justice and frontline communities.

WHEREAS, [Municipal Body] is particularly concerned about [Fill in issues of particular interest and importance to the municipality].

[Example topics of concern/interest]

- WHEREAS, the biggest threat to New York’s environment is climate change, which may particularly impact New York City by sea level rise, leading to an eventual loss of the Rockaways and downtown Manhattan;
- WHEREAS, climate change impacts are contributing to a loss of habitat and wetlands; detrimental changes to coast lines, including erosion and accretion of land; loss of agricultural productivity; loss of property, injury and death from more severe storms and flooding;
- WHEREAS, increased temperatures during the summers have created more dangerous heat days each year leaving those who live in urban heat islands at greater risk of extreme heat mortality
- WHEREAS, peaker plants that produce fossil fuels continue to pollute in New York’s most vulnerable communities causing higher rates of asthma and other illness
- WHEREAS, acid rain caused from combustion of fossil fuel continues to devastate natural resources, including the Catskill and Adirondack Mountains

- WHEREAS, combustion of fossil fuels produces pollution that leads to respiratory infections, lung cancer, stroke and cardiopulmonary disease, diabetes, and birth defects
- WHEREAS, extreme storms and severe flooding occur more frequently, destroying homes and businesses and causing long term physical and financial damage in Western New York, North Country and Central New York
- WHEREAS, excessive application of road salt in the North Country corrodes plumbing and contaminates the drinking water of private well owners
- WHEREAS, corporate polluters dumped the chemical 1,4-dioxane into Long Island's groundwater aquifer over decades, contaminating the Island's only source of drinking water
- WHEREAS, hundreds of thousands of lead service lines are still buried underground and contaminating drinking water, including in the older, industrial cities of Western New York
- WHEREAS, fracking waste is still being dangerously dumped in municipal landfills in the Southern Tier, releasing radioactive and toxic chemicals into our water supplies
- WHEREAS, harmful algal blooms in the Finger Lakes make swimming dangerous and threaten local economies dependent on tourism
- WHEREAS, over 2 billion gallons of untreated sewage are discharged annually into the Hudson River, a drinking water source for tens of thousands in the Hudson Valley;
- WHEREAS, overdevelopment has degraded our streams and wetlands and left our drinking water sources vulnerable to pollution

WHEREAS, in recognition that Assemblyman Steve Englebright and Senator David Carlucci sponsored Green Amendment Bills ([A.2064/S.2072](#)) that passed the New York State Legislature in April 2019, which stated that:

“proposing an amendment to article 1 of the constitution, in relation to the right to clean air and water and a healthful environment”

WHEREAS, in recognition that to enact a Green Amendment in the New York State Constitution the above mentioned bill must be passed by the New York State Legislature in 2021 and then be voted on as part of a statewide referendum;

WHEREAS, the **[Municipal Body]** hereby supports the Green Amendment Bill ([A.2064/S.2072](#)) that passed the New York State Legislature in 2019; and further

RESOLVED, that the **[Municipal Body]** supports the second passage of the Green Amendment Bill by the New York State Legislature in 2021 so that the voters may choose whether to add the right to a clean air, water and healthful environment to the Bill of Rights of the New York State Constitution.

RESOLVED, that a copy of this resolution be forwarded to the municipality's State Legislative Delegation.

For more information, visit: www.NYGreenAmendments.org

RESOLUTION NO. 253 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
RECOGNIZING OCTOBER 21, 2020 AS
IMAGINE A DAY WITHOUT WATER**

WHEREAS, the annual national day of advocacy, “Imagine a Day Without Water” is being held on October 21, 2020 which is an organized effort to educate the public about why water is an essential, invaluable resource, highlighting the critical importance of access to reliable, clean water and the need for water infrastructure investments necessary to maintain and rebuild these vital systems; and

WHEREAS, the infrastructure that brings City of Newburgh residents an average of 103 gallons of water per person, per day, and then safely returns water to the environment is essential to the quality of life, environment and economic vitality of the City of Newburgh; and

WHEREAS, a day without water would be a public health and safety crisis due to the impacts which would limit the abilities of safety personnel such as firefighters and hospitals staff to do their jobs, as well as businesses and homes to function; and

WHEREAS, water infrastructure is critical in protecting public health during the coronavirus pandemic; and

WHEREAS, America’s water infrastructure is aging and failing—and there are communities that have never had access to infrastructure in the first place; and

WHEREAS, our water infrastructure is necessary to a thriving economy and public health protection, but is facing unprecedented challenges; and

WHEREAS, America’s economy is facing a recession; and

WHEREAS, valuing and investing in water systems provides a path to economic recovery;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York recognizes water is essential to the quality of life and economic competitiveness and acknowledges the importance of educating the public about the value of water through the “Imagine a Day Without Water” campaign; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York is dedicated to investing in safe and reliable water and wastewater infrastructure and calls on our federal partners to bring much-needed funding and innovation to protect and restore our critical water infrastructure.



Imagine a Day Without Water: Resolution Template

Recognizing the annual national day of advocacy, “Imagine a Day Without Water” being held on October 21, 2020 which is an organized effort to educate the public about why water as an essential, invaluable resource, highlighting the critical importance of access to reliable, clean water and the need for water infrastructure investments necessary to maintain and rebuild these vital systems.

Whereas, the infrastructure that brings [XXX] residents an average of [XX] gallons of water per person, per day, and then safely returns water to the environment is essential to the quality of life, environment and economic vitality of [the City of XXX]; and

Whereas, a day without water would be a public health and safety crisis due to the impacts which would limit the abilities of safety personnel such as firefighters and hospitals staff to do their jobs, as well as businesses and homes to function; and

Whereas, water infrastructure is critical in protecting public health during the coronavirus pandemic; and

Whereas, America’s water infrastructure is aging and failing—and there are communities that have never had access to infrastructure in the first place; and

Whereas, our water infrastructure is necessary to a thriving economy and public health protection, but is facing unprecedented challenges; and

Whereas, America’s economy is facing a recession; and

Whereas, valuing and investing in water systems provides a path to economic recovery; now;

THEREFORE, BE IT RESOLVED, that [the organization] recognizes water is essential to the quality of life and economic competitiveness and acknowledges the importance of educating the public about the value of water through the “Imagine a Day Without Water” campaign.

BE IT FURTHER RESOLVED, that [the organization] is dedicated to investing in safe and reliable water and wastewater infrastructure and calls on our federal partners to bring much-needed funding and innovation to protect and restore our critical water infrastructure.

RESOLUTION NO.: 254 - 2020

OF

OCTOBER 13, 2020

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 26, 2020
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 93 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO REMOVE THE REQUIREMENT FOR ANNUAL AUTHORIZATION**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Chapter 93 of the Code of Ordinances of the City of Newburgh to remove the requirement for annual authorization; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of October, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the October 26, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

To view the livestream of the City Council Work Session and Meeting visit:
<https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_tgUnaJ-UQ0yGJodb46Jq9g. Please note that there is an underscore between the "N" and "t").

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_tgUnaJ-UQ0yGJodb46Jq9g. Please note that there is an underscore between the "N" and "t"). Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 12:00 p.m. on Monday, October 26, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

LOCAL LAW NO.: _____ - 2020

OF

_____, 2020

A LOCAL LAW AMENDING CHAPTER 93 ENTITLED “REPURCHASE OF IN REM PROPERTIES” OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO REMOVE THE REQUIREMENT FOR ANNUAL AUTHORIZATION

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

SECTION 1. Title

This Local Law shall be referred to as “A Local Law amending Chapter 93 entitled ‘Repurchase of In Rem Properties’ of the Code of Ordinances of the City of Newburgh to remove the requirement for annual authorization”.

SECTION 2. Amendment

Chapter 93 of the City Code of Ordinances is hereby amended as follows:

~~§ 93-3. Annual Authorization by Resolution.~~

~~Annually, as soon after the last day set for redemption in the City of Newburgh's proceeding for the foreclosure of taxes in rem, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York, as may be practicable, the Council shall consider a resolution to authorize the repurchase process established by this chapter to commence. Said resolution shall be adopted upon a majority vote of the total membership of the Council. If said resolution is not enacted, the repurchase procedure set forth herein shall not be in effect.~~

§ 93-10. Exceptions.

- A. The provisions herein authorizing the repurchase of in rem properties shall not apply to any in rem property which the Council determines, in its sole discretion, should be retained for public purposes. Excepted properties may also include properties that are having vacant, boarded up, or buildings ~~or vacant buildings~~ that are required to ~~would~~ be boarded up pursuant to law ~~thereon~~. The Council shall approve a state in the resolution with provided ~~for in § 93-3~~, a list of all properties to be retained by the City.

Underlining denotes additions

~~Strikethrough~~ denote deletions

- B. The provisions herein authorizing the repurchase of in rem properties shall not apply to any in rem property on which an answer was filed in the in rem proceeding.

SECTION 3. Severability.

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

SECTION 4. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the terms “Local Law” or “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 Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 5. Validity.

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

SECTION 6. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO.: 255 - 2020

OF

OCTOBER 13, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 26, 2020 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS
OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 26th day of October, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor’s Executive Order 202.1, as amended, the October 26, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

To view the livestream of the City Council Work Session and Meeting visit:
<https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_tgUnaJ-UQ0yGJodb46Jq9g. Please note that there is an underscore between the “N” and “t”).

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_tgUnaJ-UQ0yGJodb46Jq9g . Please fill out the required information (First Name, Last Name, E-mail Address) and select the option to comment on the public hearing. After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: “PUBLIC HEARING ITEM” by 12:00 p.m. on Monday, October 26, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

LOCAL LAW NO.: _____ - 2020

OF

_____, 2020

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

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

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

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

RESOLUTION NO.: 256 - 2020

OF

OCTOBER 13, 2020

**A RESOLUTION TO IMPLEMENT A CITY-WIDE
CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER
BEGINNING OCTOBER 30, 2020 AT 9:00 P.M. AND
ENDING NOVEMBER 1, 2020 AT 6:00 A.M.**

WHEREAS, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

WHEREAS, October 30th and 31st are associated with Halloween related activities, including “Trick or Treating” and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

WHEREAS, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

NOW THEREFORE, BE IT RESOLVED:

THIS COUNCIL HEREBY DECLARES a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. each day, starting at 9:00 p.m. on Friday, October 30, 2020, and ending at 6:00 a.m. on Sunday, November 1, 2020; and

BE IT FURTHER RESOLVED, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City’s young people and property owners; and

BE IT FURTHER RESOLVED, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor’s parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.