CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
April 13, 2020
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Communicaciones

4. Approval of the Minutes of the City Council Meeting on March 9, 2020 and March 19, 2020

   Aprobación del Acta de la Reunión del 9 marzo de 2020 y el 19 de marzo de 2020

5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

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

6. Resolution No. 85-2020 - Proposal with OBG/Ramboll for Professional Engineering Services Silver Stream Dam (Brown's Pond) Spillway Reconstruction

   Resolution authorizing the City Manager to accept a proposal and execute a professional engineering service agreement with O'Brien & Gere Engineers, Inc. for further evaluation and design and bid services for the Brown's Pond Spillway Reconstruction Project at a cost of $243,400.00

   Una resolución autorizando al Gerente Municipal a aceptar una propuesta y ejecutar un acuerdo de servicios de ingeniería profesional con O'Brien & Gere Engineers, Inc. para evaluación adicional y diseño y servicios de licitación para el Proyecto de Reconstrucción de la vía de la Laguna Brown a un costo de $243,400.

7. Resolution No. 86 - 2020 - Amendment#4 with Barton & Loguidice for Construction Phase Services on West Trunk Sewer Contracts#1 & #2

   Resolution authorizing the City Manager to execute Professional Engineering Services Contract Amendment No. 4 with Barton & Loguidice, DPC for the West Trunkline Sewer Corridor Improvements Project in the amount of $154,945.36.

Una resolución autorizando al Gerente Municipal a ejecutar la Enmienda No. 4 del Contrato de Servicios Profesionales de Ingeniería con Barton & Loguidice, DPC, para el Proyecto de Mejoras del Corredor del Alcantarillado de las Líneas Troncales Oeste a un costo de $154,945.36.

8. Resolution No. 87- 2020 - Donations supporting COVID-19 essential services

   Resolution authorizing the City Manager to accept donations in support of essential services provided by the City of Newburgh during the COVID-19 emergency.

   Una resolución autorizando al Gerente Municipal a aceptar donaciones en apoyo de servicios esenciales proporcionados por la Ciudad de Newburgh durante la emergencia del COVID-19.

9. Resolution No. 88 - 2020 - Amend the 2020 Personnel Analysis book to Extend Temporary Position in DPW

   Resolution amending the 2020 Personnel Analysis Book to extend one (1) laborer position on a temporary basis in the Parks Division of the City of Newburgh Department of Public Works.

   Una resolución enmendando el Libro de Análisis del Personal para extender un (1) puesto de obrero en una base temporal en la División de Parques del Departamento de Obras Publicas de la Ciudad de Newburgh.

10. Resolution No. 89-2020 - Enterprise Fleet Leasing Agreement

    Resolution authorizing the City Manager to enter into agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. for leasing, purchase, and sale of vehicles.

    Una resolución autorizando al Gerente Municipal a entrar en acuerdos con Enterprise FM Trust y Enterprise Fleet Management, Inc. para arrendamiento, compra y venta de vehículos.

11. Resolution No. 90-2020 - Agreement with General Code (a/k/a Municity) for Municipal Software Services

    Resolution authorizing the City Manager to enter into an agreement with General Code, CMS, LLC for Municipal Software Services and in connection with the Cities RISE Phase III Grant..

12. Resolution No. 91-2020 - Purchase of 53 South Robinson Avenue

    Resolution to authorize the conveyance of real property known as 53 South Robinson Avenue (Section 38, Block 6, Lot 1) at private sale to Kayla Michelle Deleon Lara for the amount of $50,000.00.

13. Resolution No. 92-2020 - 2021 Police Traffic Services Grant

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2021 Police Traffic Services Program Grant in an amount not to exceed $46,000.00 with no City Match required.

14. Resolution No. 93-2020 - Update to Resolution#108-2014 Grant Application Policy & Procedure

    Resolution adopting the City of Newburgh Grant Application Policy and Procedure as amended.

15. Resolution No. 94-2020 - Co-Sponsorship Agreement Between the Small Business Administration (SBA) and the City of Newburgh

    Resolution authorizing the City Manager to enter into a Co-Sponsorship Agreement with the Small Business Administration for small business development workshops to be held in the City of Newburgh.

16. Resolution No. 95-2020 - $50,000 Entergy Grant for Shotspotter

    Resolution authorizing the City Manager to apply for and accept fi awarded an Entergy Open Grant in the amount of $50,000.00 with no City match to fund ShotSpotter Flex Gunfire location, alert and analysis services for the City of Newburgh Police Department.

17. Resolution No. 96-2020 - Resigned Officers Equipment

    Resolution declaring 8 outer vest carriers to be surplus equipment and authorizing sale to former City of Newburgh Police Officers at a cost of $75.00 per item

    Una resolución declarando 8 soportes de chalecos exteriores como equipo de exceso y autorizando la venta a ex policías de la Ciudad de Newburgh a un costo de $75.00 por artículo.

18. Resolution No. 97-2020 - Temporary Lieutenant Promotion

    Resolution amending the 2020 Personnel Analysis Book to add one (1) Lieutenant position on a temporary basis in the City of Newburgh Police Department.

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

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: ____85____ - 2020

OF

APRIL 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH O'BRIEN & GERE ENGINEERS, INC. FOR FURTHER EVALUATION AND DESIGN AND BID SERVICES FOR THE BROWN'S POND SPILLWAY RECONSTRUCTION PROJECT AT A COST OF $243,400.00

WHEREAS, O'Brien & Gere Engineers, Inc. previously designed improvements to Silver Stream Dam and provided construction phase services for the improvements; and

WHEREAS, by Resolution No. 321-2018 of November 13, 2018, the City Council authorized a professional engineering services agreement with O'Brien & Gere Engineers, Inc. for an evaluation and rehabilitation investigation of the Brown's Pond spillway; and

WHEREAS, further evaluation of the west embankment is required followed by the design of the improvements and preparation of the bid documents for the next phase of the Brown's Pond Spillway Reconstruction Project (the "Project"); and

WHEREAS, O'Brien & Gere Engineers, Inc. has submitted a proposal for the services in the next phase of the Project at a cost of $243,400.00 and funding shall be derived from H1.8320.0200.8107.2016, the 2016 BAN; 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 and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a professional engineering services agreement with O'Brien & Gere Engineers, Inc. for further evaluation of the west embankment, design of the improvements, and preparation of the bid documents for the Brown's Pond Spillway Reconstruction Project at a cost of $243,400.00.

March 18, 2020

Mr. Jason Morris
City Engineer
City of Newburgh
City Hall – 83 Broadway.
Newburgh, NY 12550

RE: Silver Stream Reservoir Dam – Spillway Training Wall and Bridge Replacement
FILE: 3948/BD

Dear **Mr. Morris:**

OBG, Part of Ramboll (OBG), is pleased to present this proposal for engineering services for the design of new spillway training walls and a spillway access bridge at the Silver Stream Reservoir Dam. This proposal has been prepared in response to the February 18, 2020 phone call between OBG and the City of Newburgh. The project background, our proposed scope of services, and price proposal for this work are presented below.

PROJECT BACKGROUND

The City contracted with OBG in 2003 to design improvements to Silver Stream Reservoir Dam, and in 2009 the City contracted with OBG to provide the construction phase services for the improvements. New York State DEC Dam Safety (Dam Safety) accepted the Engineering Design Report (EDR) for that remediation in lieu of the required Engineering Assessment (EA). The dam improvements included the following work:

- Installation of steel bar anchors along the crest of the concrete gravity non-overflow section.
- Grouting of the vertical contraction joints in the concrete gravity non-overflow section.
- Installation of approximately 180 linear feet of steel sheet piling along the downstream toe of the earth embankment.
- Installation of a drainage system for the sheet pile wall and regrading of the downstream slope.
- Replacement of 122 linear feet of the training wall near the discharge end of the spillway channel.
- Concrete crack and surface repairs of the spillway training walls.
- Installation of a concrete overlay for the existing spillway slab.

Certain design elements and/or details depicted in the contract drawings for the spillway discharge channel improvements were eliminated or modified at the contactor's discretion, as deemed necessary to meet the project schedule and/or financial constraints. OBG's proposal dated October 23, 2018 outlined those design elements that were eliminated or modified and identified further deterioration occurring in the training walls. The City requested that OBG investigate the conditions of the spillway channel and the access bridge and to provide recommendations for repairs or replacement, including an estimated cost for construction.

OBG performed the spillway discharge channel and access bridge investigations in 2019, and the following conclusions were presented in our report:

1. The original spillway channel training walls and access bridge abutments are in poor condition and do not satisfy minimum NYS DEC dam safety stability guidelines.

2. The cracking, deterioration, and wall tilting will worsen with time and could possibly result in the collapse of some or all of the wall sections.

3. The spillway channel slab is in fair condition, but there is deterioration along the transverse construction joints and along the slab-to-wall isolation joints.

4. The pile-supported segment of the right training wall, installed in 2009, is in satisfactory condition.

5. The bridge deck and girders do not have sufficient capacity to support HS20 truck loading, but do have sufficient capacity to support a 60 psf lane load. Also, the bridge does not meet current NYS DOT safety requirements.

OBG recommended replacement of all remaining sections of the original spillway discharge channel walls and the bridge abutments with new reinforced concrete cantilever retaining walls. The majority of the spillway channel slab could remain in place, but a small portion of the slab must be removed and replaced to facilitate the wall construction, and the remaining slab joint should be repaired/sealed. OBG also recommended replacement of the existing bridge superstructure with a pre-engineered bridge that will meet modern truck loads and have modern safety features. Lastly, OBG recommended advancing a minimum of two soil borings near the locations of the proposed access bridge abutments since subsurface data for those locations is not available.
The City has also requested that OBG investigate the seepage observed near the West Embankment left abutment, and to provide recommendations for monitoring the seepage and for safely collecting and conveying the seepage away from the embankment. OBG has included additional borings to support the seepage investigation in Task 1 below.

SCOPE OF SERVICES

OBG will perform the following scope of services:

Task 1 – Supplemental Subsurface Investigation

OBG will conduct a subsurface investigation and laboratory testing program to establish geotechnical engineering parameters necessary to design the new spillway bridge abutments, and to evaluate the left abutment seepage along the west embankment (see Task 2 below). The proposed program will consist of one soil boring near each abutment of the spillway bridge, and two soil borings (crest and downstream toe) at the left abutment. Open standpipe (Casagrande) piezometers will be installed in the two soil borings at the left abutment to allow for long-term monitoring of the phreatic surface in this area. Continuous spilt-spoon samples and possibly undisturbed samples (dependent on consistency of soils encountered) will be obtained at each boring and select soil samples will be sent to the laboratory for moisture content, gradation, Atterberg limits, and permeability testing, as deemed appropriate. OBG proposes to subcontract Parratt-Wolff, Inc. to perform the subsurface investigation, and CMT Services Group to perform materials testing on the collected samples. An OBG geotechnical engineer will be on site to provide technical oversight of the drilling program, maintain boring logs, and select samples for lab testing. OBG will prepare a geotechnical summary memorandum for the spillway bridge that will include the soil boring logs, laboratory test results, and geotechnical recommendations, including soil parameters for design.

Task 2 – West Embankment Seepage Evaluation

OBG will measure the water levels in the boreholes as the borings are advanced and after the piezometers are installed. OBG will develop the geometry and subsurface profile of the left abutment cross-section based on the boring logs, lab testing, and piezometric data for use in a seepage analysis. The analysis will be performed using the commercial finite element software, SEEP/W 2012, distributed by Geo-Slope International, Ltd. of Alberta, Canada. SEEP/W is widely used in dam seepage analysis applications to simulate flow and pore pressure distribution through porous media.

OBG will prepare a memorandum that summarizes the findings of the subsurface exploration at the left abutment of the West Embankment (Task 1) and the results of the seepage analysis. Recommendations for ongoing monitoring and/or mitigation of the seepage conditions will also be included in the memorandum. Additionally, OBG will provide recommendations, including a detail, for a prefabricated v-notch weir box at the downstream toe of the West Embankment. The desired location of the weir box will be provided by the City, based on input from OBG.

Task 3 – 30% Design

OBG will use the data collected in Task 1 to perform the necessary engineering calculations and develop the spillway training wall and bridge design to a 30% completion stage. OBG will evaluate coffer- dam and control of water concepts and consider the impact of these items on the construction sequencing of the new work. Also, OBG will evaluate a construction load case for the existing steel sheet pile wall, since a significant section of the concrete training wall adjacent to the sheet piling will be removed during construction. Based on the results of that analysis, OBG will make a recommendation for temporary bracing or a mandatory construction sequence to provide adequate stability for the existing sheeting during the spillway channel reconstruction.

OBG will prepare a preliminary set of drawings and a list of technical specifications for the City to review and provide comments. The drawings will provide overall project layout and general sections of the design features. OBG will attend a 30% design review meeting with the City (see Task 9 – Meetings).

Task 4 – 90% Design

OBG will address the City's comments on the 30% design submission and then advance the design to a 90% completion stage, including more detailed drawings and technical specifications for the City to review and provide comments. The drawings will include plans, sections, and typical construction details. OBG will attend a meeting with the City to review the 90% design package and to discuss the City comments (see Task 9 – Meetings). The 90% design package will also be submitted to DEC along with the Joint Application for Permit and the Part D-1 supplement for dam safety (see Task 6 – Permitting).

Task 5 – 100% Design

OBG will prepare bid-ready contract documents, incorporating revisions and final detailing based on the outcome of the 90% design review meeting with the City and comments from the regulatory agencies. The 100% Design Package will include final drawings, front-end (provided by the City and edited by OBG) and technical specifications, bid forms, and construction cost and schedule estimates. OBG will also submit an Engineering Design Report (EDR) for the dam improvements that will include design rationale and a calculations package, as required by DEC dam safety regulations. The EDR will serve as an updated Engineering Assessment for the dam.

Task 6 – Permitting

OBG will correspond with DEC Dam Safety, NYCDEP, and other appropriate regulatory agencies, will submit permit applications for construction of the improvements, and will address the regulatory agency comments (one round of comments assumed in our fee proposal). As noted above, OBG will submit a copy of the 90% design package to DEC dam safety with the permit application. Also, OBG anticipates furnishing one set of drawings to NYC DEP to obtain a permit/construction easement for the spillway training wall replacement work that would encroach upon the NYC Catskill Aqueduct property.

Task 7 – Construction Cost and Schedule Estimates

OBG provided the City with a preliminary construction cost estimate in the spillway investigation report. OBG will update the construction cost estimate and anticipated construction schedule based upon the finalized spillway training walls and bridge replacement design, and will submit the estimate and schedule for review by the City as part of the 90% design submission.

Task 8 – Bidding

OBG will assist the City during the bidding phase of this project by attending the pre-bid meeting, responding to bidder questions, reviewing the bids submitted, and providing a recommendation for bid award.

Task 9 – Meetings

OBG will attend three meetings with the City during the spillway training wall and bridge replacement design: one meeting for the 30% design submission, one for the 90% design submission, and one for the pre-bid meeting.

CLARIFICATIONS AND ASSUMPTIONS

The City has informed OBG of the following special conditions for the project.

1. The reservoir pool cannot be lowered below the normal pool water surface elevation of EL 361.5 for construction; therefore, a cofferdam and control of water measures will be required. The City must maintain the reservoir as a back-up water supply when the Catskill Aqueduct is shut down for construction, which will begin in the fall and last about ten weeks. Other shutdowns may occur throughout the year on an as-needed basis.

2. Downstream of the spillway channel is a blow-off valve chamber, and a temporary PVC pipe runs from this blow-off valve chamber, across the spillway channel, and up the embankment downstream slope to the low-level outlet gatehouse. The temporary piping for the blow-off valve may be relocated during construction to facilitate the spillway channel work.

3. The summary memorandum for the West Embankment seepage investigation should be submitted before the spillway channel design is completed. The City will self-perform construction of the weir box or other seepage monitoring system that OBG recommends based on the investigation. The City would prefer a prefabricated unit for the weir box.

EXCLUSIONS

The following items are excluded from the proposed Scope of Services.

1. Construction phase services
2. Design of temporary shoring of the existing steel sheet pile wall
3. Design of temporary cofferdams

SCHEDULE

OBG proposes to perform the scope of services listed above according to the following deliverable schedule. The schedule is based on calendar days referenced from when OBG receives notice to proceed from the City, unless noted otherwise. This schedule assumes a fourteen-day review period after the 30% and 90% Design submissions for the City to review and provide comments.

Task	Schedule
Subsurface Investigation	90 Days
West Embankment Seepage Investigation Summary Memo	120 Days
30% Design	135 Days
90% Design	210 Days
100% Design	60 Days*
***-Indicates days following receipt of DEC Dam Safety review comments**	

FEE AND TERMS

OBG proposes to perform the services described above for a Lump Sum Fee of **$243,400.** If this proposal is agreeable to you, please prepare a contract for our review. The task fees are as follows:

Task	Fee
Task 1 - Subsurface Investigation	$12,400
Task 2 - West Embankment Seepage Investigation	$11,900
Task 3 - 30% Design	$42,900
Task 4 - 90% Design	$55,600
Task 5 - 100% Design	$31,300
Task 6 – Permitting	$24,900
Task 7 – Construction Cost Estimate and Schedule	$18,000
Task 8 – Bidding	$12,500
Task 9 – Meetings	$10,400
Total	$219,900
Subcontractor Costs	
Driller	$20,200
Material Testing Lab	$3,300
Total	$23,500

OBG appreciates this opportunity to provide ongoing engineering services to the City. Please contact Mark DiLullo or me if you have any questions and/or comments.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.

Robert. R Bowers, P.E.
Vice President – Dams & Water Resources

cc: Edward Drummond, OBG
Mark Di Lullo, OBG

RESOLUTION NO.: 86 - 2020

OF

APRIL 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL ENGINGEERING SERVICES CONTRACT AMENDMENT NO. 4 WITH BARTON & LOGUIDICE, DPC FOR THE WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT IN THE AMOUNT OF $154,945.36

WHEREAS, by Resolution No. 139-2013 of July 17, 2013, the City Council authorized the Interim City Manager to execute an agreement for professional engineering services with Barton & Loguidice, P.C. in an amount not to exceed $690,000.00 for the emergency reconstruction of the West Trunkline Sewer Corridor Improvements Project (the "Project"); and

WHEREAS, by Resolution No. 208-2013 of October 15, 2015 and Resolution No. 223-2013 of October 28, 2013, the City Council authorized the Interim City Manager to execute Amendments No. 1 and No. 2 to the professional engineering services agreement with Barton & Loguidice, P.C. in amounts not to exceed $5,000.00 and $185,000.00 for grant submission and Holden Dam removal and related stream stabilization work in connection with the Project; and

WHEREAS, by Resolution No. 140-2015 of June 15, 2015, the City Council authorized the City Manager to execute Amendment No. 3 to the professional engineering services agreement with Barton & Loguidice, DPC for the additional scope of work outlined in the proposal dated May 27, 2015 in an amount not to exceed $232,500.00 in connection with the Project; and

WHEREAS, Barton & Loguidice, DPC has presented Amendment No. 4 to the professional services contract to cover additional construction phase services including a reallocation of unspent funds from other Project phases in the amount of $39,554.00 for a net cost of additional services in the amount of $154,945.36 which remains within the Project cost as authorized by Resolution No. 179-2012 of October 9, 2012 and included within the Project financing amount approved by EFC; and

WHEREAS, the funding for the additional services shall be derived from HG1.8130.0400.8200.2013; and

WHEREAS, this Council finds that authorizing the City Manager to execute Amendment No. 4 to the professional engineering services contract for the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager is hereby authorized to execute Amendment No. 4 to the professional engineering services agreement with Barton & Loguidice, DPC for the additional construction phase services in an amount not to exceed $154,945.36 in connection with the West Trunkline Sewer Corridor Improvements Project.

AMENDMENT NO. 4
TO
AGREEMENT OF OCTOBER 30, 2012
BETWEEN THE
CITY OF NEWBURGH
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT

This **AMENDMENT NO. 4**, made as of the 14th day of February, 2020, shall be, as is, incorporated into the Original AGREEMENT by and between the City of Newburgh, party of the First Part, Owner; and Barton & Loguidice, D.P.C., party of the Second Part, Engineer, in accordance with paragraph 3.01 Additional Services.

The above referenced Agreement between Owner and Engineer is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Engineer, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

A. The scope of services to be performed by Engineer is hereby modified as described in Exhibit A-3.

2. Change in Compensation for Services

A. Total compensation for the services described in Exhibit A-3, including reimbursable expenses, is estimated to be One Hundred Fifty Four Thousand Nine Hundred Forty Five Dollars and Thirty Six Cents ($154,945.36) which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.

B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Engineer for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

2. The total compensation for Engineer's services, reimbursable expenses and services subcontracted by Engineer to another firm, if any, is estimated to be One Million Two Hundred Sixty Two Thousand Four Hundred Forty Five Dollars and Thirty Six Cents, $1,262,445.36 inclusive of the Original Agreement, all preceding amendments and this Amendment No. 4. This amount will not be exceeded without prior written authorization of the Owner.

All other parts of the Original Agreement as previously amended shall remain as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	City of Newburgh	ENGINEER:	Barton & Loguidice, D.P.C.
By:		By:	
	Joseph P. Donat		Donald H. Fletcher
Title:	City Manager *As per Resolution No. ___-2020	Title:	Senior Vice President
Date Signed:		Date Signed:	2/19/2020

Address for giving notices:	Address for giving notices:
Office of the City Manager	Barton & Loguidice, D.P.C. Attn: President
City Hall	Box 3107
83 Broadway, Newburgh, NY 12550	Syracuse, New York 13220

RECOMMENDED BY:

Jason Morris, P.E. Date
City Engineer

APPROVED AS TO FINANCES:

Todd Venning Date
City Comptroller

APPROVED AS TO FORM:

Michelle Kelson Date
Corporation Counsel

Exhibit A-3

Scope of Services
Additional Services

Additional Services
West Trunkline Sewer Corridor Improvements Project
City of Newburgh, Orange County, New York

Barton & Loguidice, D.P.C. (B&L) is requesting an amendment to our agreement be authorized by the City to cover the additional costs associated with the following items:

1. Additional sewer construction administration services;
2. Additional sewer construction observation services;
3. Reallocation of remaining unused budget fees in certain phases to the sewer design and construction administration phases

Detailed descriptions of these changes in project scope follow:

1. Additional Sewer Construction Administration Services (Contracts 1 & 2)

B&L included sufficient construction administration time in our budget to handle what could be reasonably expected for a construction project of this type, with two separate individual construction contracts, that were each supposed to last for 180 days. It was also assumed that the construction timeframes would mainly overlap. The Notice to Proceed for both Contract 1 and Contract 2 were issued to the Contractor on August 30, 2017. Contract 2 is now complete, except for some final closeout paperwork. Contract 1 was just completed, except for the project closeout paperwork. The duration of this construction has now exceeded 880 days for each contract.

For Contract 1, B&L spent unplanned time supporting the contractor with obtaining permits. This included coordinating between CSX, the City, and the contractor to secure the necessary Utility Easement permit with CSX. In addition, the contractor had multiple liner failures and damaged a CSX culvert, which resulted in additional time to handle, document, and resolve these instances. Further, as the contractor delayed this project, it lead to additional time by B&L to handle paperwork associated with the delay. For example, B&L anticipated needing to review up to three EFC quarterly MWBE reports from the contractor for City review and processing, however, to date we have surpassed 9 quarters with this contractor. The extra effort to complete documentation and to move along the contract has been extensive.

For Contract 2, the contractor has also significantly delayed the project, due to their own means and methods. Their means and methods resulted in many additional shop drawing reviews, meetings, and correspondence, on behalf of the City, to move the project along. Also, the construction has taken longer than expected, as the contractor has decided not to work for much of the time. In addition, the extended duration meant additional regulatory compliance paperwork was handled by B&L.

B&L has been tracking the above additional work. The time and material associated with these services is currently $105,405. We have estimated $5,000 to complete the remaining services. Thus, the total is $110,405.

2. Additional Sewer Construction Observation Services (Contracts 1 & 2)

B&L included sufficient construction observation time in our budget to handle what could be reasonably expected for a construction project of this type, with two separate individual construction contracts, that were each supposed to last for 180 days. It was also assumed that the construction timeframes would mainly overlap. The Notice to Proceed for both Contract 1 and Contract 2 were issued to the contractor on August 30, 2017. Contract 2 is now complete, except for some final closeout paperwork. Contract 1 was just completed, except for the project closeout paperwork. The duration of this construction has now exceeded 880 days for each contract.

For Contract 1, B&L spent many additional construction observation days due to the slow pace of the contractor, equipment failures, and the additional work associated with the liner failures. The extra days onsite to witness and document liner removals and re-lining work has been extensive.

For Contract 2, the contractor's means and methods resulted in additional time to review pin depths, observe slower gunnite process, and many extra hours for their unprepared nature on site. All of these additional days on site could not have been known by B&L when the project started.

Additionally, for the weeks of November 18-22, 2019, November 25-27, 2019, and a few additional days in December 2019, we had our construction manager onsite to oversee the installation of an underdrain at Manhole 4. This was a spontaneous task that was requested by the City to minimize unnecessary infiltration into the manhole. These services have been added into this supplement.

B&L has been tracking the above additional services. The time and material associated with this service is currently $84,095 and we do not anticipate any additional services since the construction work is complete.

For Items 1 & 2, at the request of the City, we have evaluated the additional work and costs to determine the amount that was caused by the contractor. Work allocated to this category is work that was necessary strictly due to the contractor's means and methods and performance. This work includes the additional CA/CO for the gunnite process, the re-lining due to liner failures, and other work that can be attributed to the contractor. The total recommended value of this work, which the City should capture from the contractor, is $137,366.

3. Budget Reallocation Between Phases

We propose to reallocate unused funds between certain finished tasks in order to cover some of the additional services B&L completed in the sewer design and construction administrative phases. These services are not included in the above additional services. B&L is requesting that the following reallocations occur:

Phase Deductions

Phase WW0300 (Additional Survey): Reallocate the remaining $29,791.32

Phase WW0450 (Sediment Sampling Allowance): Reallocate the remaining $1,390.95

Phase WW0460 (Subsurface Investigation Allowance): Reallocate the remaining $3,372.37

Phase WW410 (Uncover Buried Manholes): Reallocate the remaining $5,000.00

Total funds to be reallocated is $39,554.64.

Phase Additions

A variety of additional sewer/stream design, permitting and construction administrative services were provided throughout the course of this eight (8) year project. Extensive funding agency, public, and regulatory agency coordination and correspondence was needed to successfully implement this sewer project. We propose to reallocate these unspent funds of $39,554.64 to these phases to cover some of the overages incurred that are not the responsibility of the contractor.

Amendment Four Summary

Additional Amendment Four Services / Fee Total:	$194,500.00
Current Agreement Fees to be Reallocated:	$ 39,554.64
Total Amendment Four Fee Request:	$154,945.36
Amendment Four Services Charged to the Contractor by City:	$137,366.00
Amendment Four Additional Fees Requested From the City:	$ 17,579.36

We have worked with the City and the EFC to review the funding for this project. The original approved funding value is $7,201,238 and $4,724,137.61 has been disbursed to date to the City to cover project costs. The City thus has $2,477,100.39 remaining in funding for the project. There is sufficient funds for this amendment.

RESOLUTION NO.: ___87___ - 2020

OF

APRIL 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS IN SUPPORT OF ESSENTIAL SERVICES PROVIDED BY THE CITY OF NEWBURGH DURING THE COVID-19 EMERGENCY

WHEREAS, the City of Newburgh has received and continues to receive donations supporting the essential services provided by the City of Newburgh during the COVID-19 emergency; and

WHEREAS, the City Council has determined that accepting such donations is in the best interests of the City of Newburgh, essential employees, first responders, and the life, health, and safety of its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept donations supporting the essential services provided by the City of Newburgh during the COVID-19 emergency, with the particular thanks of this Council.

RESOLUTION NO.: ___88___-2020

OF

APRIL 13, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK TO EXTEND ONE (1) LABORER POSITION ON A TEMPORARY BASIS IN THE PARKS DIVISION OF THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Department of Public Works has requested to extend one laborer assigned to the Parks Division for the period April 10, 2020 to September 26, 2020 to promote the economy and efficiency within the Department; and

WHEREAS, the extension of the laborer position will be on a temporary basis; and

WHEREAS, the City Council has determined that extending the temporary laborer 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 extend one laborer position assigned to the Parks Division in the Department of Public Works for the period April 10, 2020 to September 26, 2020.

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RESOLUTION NO.: _____89_____ - 2020

OF

APRIL 13, 2020

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH ENTERPRISE FM TRUST AND ENTERPRISE FLEET MANAGEMENT, INC. FOR LEASING, PURCHASE, AND SALE OF VEHICLES

WHEREAS, the City of Newburgh has identified the need for a more efficient, flexible, and varied fleet of vehicles for City-related uses; and

WHEREAS, the City has developed a plan to modernize and maintain its fleet of vehicles through a set of agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. (collectively "Enterprise"); and

WHEREAS, the City has identified Orange County as having an existing agreement with Enterprise that allows municipalities to enter into separate agreements in compliance with General Municipal Law §103 and to take advantage of pricing and other terms contained in the County agreement; and

WHEREAS, the City has further identified that agreements with Enterprise would provide low life cycle vehicle costs, high fleet flexibility, and depth of services; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into agreements with Enterprise for leasing, purchase, and sale of vehicles;

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 Enterprise, with all such terms and conditions as may be required by the Corporation Counsel, for vehicle fleet leasing, sale, and management services to the City.

enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of April, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City Of Newburgh, New York ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(d) of the Master Equity Lease Agreement is amended to read as follows:

A security deposit will not be required.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 14 of the Master Equity Lease Agreement is amended to include this additional paragraph:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York. Any dispute arising out of, or concerning this Agreement, shall be resolved exclusively in a state court of competent jurisdiction located in New York. To the extent necessary, the parties hereby submit to, and agree not to contest, the jurisdiction of such courts.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

______________________________	______________________________
City Of Newburgh, New York (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By______________________________	By______________________________
Title:______________________________	Title:______________________________
Date Signed:__________________, _______	Date Signed:______________________, _______

enterprise FLEET MANAGEMENT

SERVICE AGREEMENT

This Service Agreement is entered into as of the ____ day of April, 2020, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City Of Newburgh, New York.

The Service Agreement is intended to supplement the terms of the other agreements between the parties with additional details regarding the services to be provided by EFM and its affiliates, and the Schedules issued under the Master Equity Lease Agreement.

WITNESSETH:

WHEREAS, Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City Of Newburgh, New York.

NOW, THERFORE, the parties agree as follows:

End of Term Options:

At the end of lease term, City Of Newburgh, New York may:

(1) Purchase the vehicle from the EFM for the end of term obligation (Reduced Book Value plus any applicable registration, license, and title fees, and any outstanding receivables owed; outlined in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement);

(2) Extend the lease with a new lease term; or

(3) Turn the vehicle in to be disposed of by EFM; any equity could be applied to the new vehicle, the remaining fleet of vehicles, applied as an invoice credit, or in the form of a check back to City Of Newburgh, New York, so long as credit parameters are met by City Of Newburgh, New York.

All Agreement concern shall be addressed by the designated City Of Newburgh, New York's contact and the EFM's designated Account Manager. No changes in Agreement terms are to be made without written City Of Newburgh, New York approval.

IN WITNESS WHEREOF, EFM and City Of Newburgh, New York have executed this Service Agreement as of the day and year first above written.

City: City Of Newburgh, New York	EFM: Enterprise Fleet Management, Inc.
______________________________	______________________________
By: ____________	By: ____________
Title: ____________	Title: ____________
Address: ____________	Address: ____________
____________	____________
____________	____________

RESOLUTION NO.: ______90______ - 2020

OF

APRIL 13, 2020

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GENERAL CODE, CMS, LLC FOR MUNICIPAL SOFTWARE SERVICES AND IN CONNECTION WITH THE CITIES RISE PHASE III GRANT

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, the City was awarded funds from the New York State Cities RISE Phase III grant, with a mandate to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, part of the City's grant application included upgrading the City's municipal software to more accurately track housing code related issues and improve code enforcement workflows; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 22-19 for municipal software services and received six (6) responses from software companies interested in providing municipal software services to the City; and

WHEREAS, a review committee has reviewed the responses to the RFP and recommended to City Council that General Code, CMS, LLC ("General Code") be selected to provide municipal software services to the City; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a three-year agreement with General Code for said municipal software services with funding to be derived from CG.3620.0220.3621.2021;

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 General Code, with all such terms and conditions as may be required by the Corporation Counsel, for municipal software services to the City.

Request for Proposals

for

Municipal Maintenance and Asset Management Software

for the
City of Newburgh, New York

RFP #: 22.19

Submission Deadline: 3:00 p.m. (EST)
Friday, November 1, 2019

Questions / Inquiries Deadline: 3:00 p.m. (EST)
Thursday, October 24, 2019

Sealed Proposals shall be submitted
on or before the Submission Deadline to:

Mr. Todd Venning, City Comptroller
City of Newburgh
83 Broadway – 4th Floor
Newburgh, NY 12550

PART I – PROPOSAL REQUIREMENTS

SECTION A – GENERAL

I. OVERVIEW

The City of Newburgh, New York, (hereinafter "City") seeks proposals from qualified software vendors with demonstrated experience in software development for municipal permitting, licensing, data management, code violations management, municipal asset management, GIS, analysis, and workflow for the purchase of a modern, user-friendly and sustainable software system that integrates numerous departmental tasks and information into one, web-based platform.

The City proposes to engage a vendor (hereafter "Proposer" or "Proposers") to furnish and deliver Municipal Maintenance and Asset Management Software (hereinafter "Software") identified by vendor and agreed upon by the City in accordance with the technical specifications contained in this Request for Proposals Document (hereinafter "RFP").

The successful vendor will be expected to enter into a not-to-exceed Services Contract with the City.

II. BACKGROUND

The City is located near the Hudson River, has a population of 28,358 (as of 2014 Census data), covers an area of 3.9 square miles, and includes 6,958 parcels of land.

The City has various departments with multiple functions that require a variety of existing software programs. It is extremely important that the requested software has the ability to integrate with the existing software. Listed below are the existing software programs currently utilized by departments that proposers must take into consideration when developing a software solution proposal.

Assessor: RPS; BAS (IPS); KVS; ADP; Laserfiche; NOVUS Agenda

City Clerk: BAS System Manager; KVS; ADP; Laserfiche; NOVUS Agenda

Community Development: IDIS; NOVUS Agenda

Comptroller's Office: KVS; ADP; Laserfiche; NOVUS Agenda

Corporation Counsel: KVS; ADP; Laserfiche; NOVUS Agenda

Tax Collector: ICIS; Duncan; KVS; ADP; Laserfiche

Engineering & GIS: HydroCAD; AutoCAD; ESRI ArcGIS; KVS; ADP; Laserfiche; MS Office; NOVUS Agenda; PHONEslips

Records Management: Laserfiche; NOVUS Agenda

Planning & Development: AutoCAD; ESRI ArcGIS; KVS; ADP; Laserfiche; NOVUS Agenda; BAS (IPS);

Building Blocks

Department of Public Works: AutoCAD; KVS; ADP; Laserfiche; NOVUS Agenda

Code Compliance: BAS (IPS); KVS; ADP; Laserfiche; NOVUS Agenda; Building Blocks

Water Department: KVS; ADP; Laserfiche; NOVUS Agenda

Fire Department: Spotted Dog; Filemaker Pro; BAS (IPS); KVS; ADP; Laserfiche; NOVUS Agenda; FireHouse

Police Department: KVS; ADP; Laserfiche; NOVUS Agenda; Impact v3

Planning Board: NOVUS Agenda

Zoning Board of Appeals: NOVUS Agenda

Architectural Review Commission: NOVUS Agenda

III. SCOPE OF WORK

The City desires to procure a software solution from a qualified vendor that meets all program, process, technical and integration requirements outlined in this RFP including, but not limited to, municipal permitting, licensing, data management, code violations management, municipal asset management, GIS, analysis, and workflow for users made accessible from the internet in a map-based format.

Proposals shall be based on a lump sum cost in response to the requirements outlined in this RFP, without options, for the solution proposed. Proposers may be required to demonstrate the capability of the software solution proposed to the City two (2) weeks after receipt of the proposals.

IV. PROPOSAL INVITATION

This document constitutes an invitation for sealed competitive proposals. This RFP is for Municipal Maintenance and Asset Management Software as identified and in accordance with the requirements and provisions herein.

V. PROPOSED TIMELINE

ACTIVITY	DATE/TIME
RFP Release	Wednesday, October 2, 2019
Questions/Inquiries on RFP Deadline	Thursday, October 24, 2019 at 3:00 p.m. (EST)
RFP Deadline for Submission	Friday, November 1, 2019 at 3:00 p.m. (EST)
Decision to Award RFP	It is anticipated that City Council shall make its selection within (30) days from submission deadline

Proposers that meet all minimum standards may be required to conduct a demonstration prior to the final selection of successful vendor.

VI. CONTRACT TIME

Time for completion for the contemplated work requested will be two hundred seventy-five (275) calendar days including Saturdays, Sundays and holidays, commencing from the date of the Notice to Proceed letter or purchase order, whichever is dated first. If the last day is a Saturday, Sunday or a holiday, the completion deadline will carry over to the next business day.

VII. REJECTION OR ACCEPTANCE OF PROPOSALS

The requirements of this RFP are for the benefit and protection of the City. The City reserves the right to waive any irregularities, to accept or reject any or all RFP's, and to re-advertise for RFP's that shall provide the best quality of service to the City at a reasonable cost. Any proposal received by the City that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of a default of the successful Proposer or its refusal to enter into an agreement with the City, the City reserves the right to accept the proposals of the next qualified, responsible Proposer.

VIII. CAUSES FOR DISQUALIFICATION

The following may be considered sufficient for the disqualification and rejection of a proposal:

- ✓ Evidence of collusion among Proposers
- ✓ Incomplete submittal of proposal requirements as outlined in this RFP
- ✓ Lack of business skills, financial resources necessary to successfully perform the services and qualifications of Proposer as revealed by experience statement
- ✓ Lack of responsibility as shown by past work, references, or other factors
- ✓ Proposer is in arrears with the City of Newburgh
- ✓ Submission of an incomplete package
- ✓ Evidence of prohibited lobbying efforts toward City staff or elected officials
- ✓ Other causes as the City deems appropriate in its sole and absolute discretion

The City's determination as to whether the Proposer is qualified and responsible will be based on the information furnished by the Proposer in their response to this RFP and interview (if applicable) as well as from other sources as determined to be valid by the City. Award will not be made until after such investigations, as are deemed necessary, are made by the City regarding experience and financial responsibility of the Proposer, which each Proposer agrees to permit by submitting their proposal.

IX. DEBRIEFING

Any interested party may protest a solicitation, a proposed award or the actual award of a City contract. A debriefing is available to any entity that submitted a bid or proposal in response to a solicitation (*"Bidder"*). A Bidder will be accorded fair and equal treatment with response to its opportunity for debriefing.

Bidders shall contact the City Comptroller by telephone, with their questions regarding a solicitation, award or proposed award as the first step in the protest process. Frequently, the questions or problems can be resolved in this manner. Receipt of a verbal response does not preclude filing a formal written protest. Protests shall be made within five (5) days by the unsuccessful Bidder for the following:

- Protests regarding alleged improprieties in a solicitation that are apparent before the response deadline shall be filed five (5) working days before the actual date.

- Protests regarding materials included by addendum and received by the protestor less than five (5) working days before the response deadline shall be submitted with the Price Quote.

- Protests regarding a proposed award shall be submitted as soon as known by the date of award.

- Protests regarding the actual award of a contract shall be filed within five (5) working days of the contract award, or within five (5) working days of the Notice of Award that shall be posted for public review on the Empire State Purchasing Group website, whichever is later.

A formal protest must be in the form of a letter from the unsuccessful Bidder to the City Comptroller and must include:

- The name, address, and telephone number of the protestor and the original signature of the protestor or its representative;

- The name and number of the solicitation that is being protested;

- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,

- The form of relief requested.

The City Comptroller will respond to all disputes within seven (7) business days of the receipt of the dispute. The response shall contain an explanation of the basis for the decision. The time period for this response may be extended for good cause for up to thirty (30) calendar days. The disputant shall be notified in writing that the time for issuance of a response has been extended.

All written protests will be reviewed and receive a written response. Protests may be transmitted by hard copy or electronic submission to:

City of Newburgh
attn: Todd Venning, City Comptroller
83 Broadway
Newburgh, New York 12550
Email: tvenning@cityofnewburgh-ny.gov

X. MULTIPLE PROPOSALS PROHIBITED

Multiple proposals from any Proposer will be rejected. Proposals from corporate subsidiaries or holding companies or from corporations who have a common president, chief executive officer, and majority stockholder or management employee will be considered multiple proposals from a single Proposer and subject to all such multiple bids to rejection or cancellation of any agreement award.

XI. PROPOSER'S RESPONSIBILITIES

Any person, firm(s) or corporation desiring to submit a proposal in response to this RFP shall examine the terms of this RFP as outlined in the RFP Document and shall judge for themselves all the circumstances and conditions affecting their RFP. Failure on the part of any Proposer to make such examination or to investigate thoroughly the conditions of the RFP shall not be grounds for a declaration that the Proposer did not understand the package. The City is not responsible for any Proposer's errors or omissions.

XII. PROPOSER'S COST OF PROPOSAL PREPERATION

All costs incurred by the Proposer in preparation of their RFP submittal (including costs associated with interviews) shall be borne by the Proposer. The City shall not be responsible for any costs associated with this RFP submission.

XIII. RELEASE OF INFORMATION

All materials submitted in response to this RFP will not be returned to Proposers. Such materials become the property of the City of Newburgh and will be appended as necessary to any formal documentation to define or explain the contractual relationship between the City of Newburgh and the successful Proposer. Each Proposer, as an express condition for the City's consideration of such proposal, agrees that the contents of every other proposal are confidential, proprietary and trade secret information in all technical areas and waives any right for access to such proposals.

Proposers should recognize that the City is a public body and as such is required to disclose information as required by the New York State Public Records Law and must abide by all public records laws. Neither party will be liable to the other for disclosures required by law.

XIV. PUBLIC ACCOMMODATION LAWS

Proposer shall comply fully with applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation the requirements of the Americans With Disabilities Act and all regulations there under.

XV. CONTRACTING POLICY

All Proposers, including Proposer's agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venture(s) will refrain, under penalty of the Proposer's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

XVI. AWARD OF CONTRACT

In awarding a non-exclusive contract for Municipal Maintenance and Asset Management Software and related services, the City will assure itself that the successful Proposer will provide the most efficient and highest quality service that can be provided to the City of Newburgh. To that end, the successful Proposer will be required to maintain appropriate business licenses and provide proof of same upon demand of the City. The City reserves the right to investigate thoroughly the financial status, experience and record of each Proposer. Formal award of a contract will be based upon the information submitted, together with the sealed RFP, to the end that the City may enter into a non-exclusive agreement with the successful Proposer.

XVII. EXECUTION OF CONTRACT

The successful Proposer must execute a written contract with the City within ten (10) days after award of the contract. If the successful Proposer fails or refuses to execute the formal contract within ten (10) days of the date of Notice of Award letter, the award of the contract shall be voided, and all obligations of the City in connection herewith shall be canceled. Should the successful Proposer fail to furnish the executed agreement to the City within ten (10) working days, the contract may be canceled.

XVIII. FAILURE TO CONTRACT

If the City and the successful Proposer fail to enter into and execute a formal agreement within ten (10) business days after being advised of such award by the City as a result of Proposer’s bad faith or its not complying with the representations in its Proposers, unless specifically waived in writing by the City, the proposal shall be deemed rejected. If the City and the successful Proposer enter into and execute a formal agreement but the Proposer fails to furnish the required insurance certificate(s) on or before the time that the Proposer commences its operation at the listed locations in this RFP, the contract shall be considered breached.

XIX. INSURANCE

Within ten (10) business days after being advised of contract award, the successful Proposer must provide insurance certificates to the City of Newburgh with stated minimum coverage’s as listed below in a form and amount satisfactory to the City for the following:

Type of Coverage	Limit of Coverage
Worker’s Compensation	Statutory
Employer’s Liability or similar insurance	$1,000,000 each occurrence
Automobile liability	$1,000,000 aggregate
Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence

Comprehensive General Liability, including broad form contractual liability, bodily injury and property damage	\$1,000,000 aggregate \$2,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

The insurance information referred to above in this section is meant for informational purposes only for prospective Proposers. The contract agreement between the City and successful Proposer shall spell out the specific insurance coverage requirements for submission to the City at that time.

XX. CITY'S RESERVATION OF RIGHTS

The City reserves the right to: (1) reject any or all proposals and to cause re-advertising RFP; or (2) take such other course of action as the City deems appropriate at the City's sole and absolute discretion, which may include:

1. Waiving any informality in any RFP procedure
2. Reject or cancel any or all RFPs
3. Reissue the RFP without modification
4. Negotiate all RFP elements with entities of its choice
5. Any other option deemed by the City to be in the City's best interest

XXI. IRAN DIVESTMENT ACT

By submission of a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at:

http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Proposer is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

The City of Newburgh reserves the right to reject any proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

Submission of proposal shall constitute that Proposer is in compliance with all aspects of this regulation.

XXII. NON-COLLUSION BIDDING AFFIDAVIT

The City requires that a Non-Collusion Bidding Affidavit (see page 11) be submitted with all proposals pursuant to its authority according to Section 103-d of the State of New York Finance Law. This Non-Collusion Bidding Affidavit, must be executed in blue ink by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal documents, and a Non-Collusion Bidding Affidavit must be submitted separately on behalf of each party.

Failure to file a Non-Collusion Bidding Affidavit in compliance with these instructions will result in disqualification of the proposal.

XXIII. TAX EXEMPTION STATUS

The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax. Net prices as shown in the bid shall exclude said Federal and State Tax amounts.

XXIV. SUBCONTRACTING

No contractor to whom this is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of his right, title, and interest herein, including the performance of this contract or the right to receive monies due or to become due, or of his power to execute this without the prior written consent of the City of Newburgh City Manager. In the event that that the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise, dispose of his right, title and interest therein, including the performance of this contract, or the right to receive monies due or to become due, or his power to execute such contract to any other person or corporations, or upon receipt by the City of Newburgh shall be relieved and discharged, from any and all liability and obligation growing out of such contract to such contractor, and the person or corporation to which such contract shall have been assigned, his assignees, transferees or subleasee shall forfeit and lose monies theretofore earned under this contract, except so much as may be required to pay his employees. It is the Proposer’s responsibility to read the General Conditions which outline the rules of the City.

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of ______________________)
) SS:
County of ______________________)

I, ____ of the (Town, Village, City) of ______________________________ in the County of ____________________ and the State of ______________________________ of full age, being duly sworn according to law on my oath depose and say that:

I am ____, an officer of the firm of ____the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by

____.
(Name of Contractor)

Subscribed and sworn to:____
(Signature of Affiant above in ***BLUE*** Ink***;*** type or print name/title below)

Name:________________________________ Title:__________________________________

before me this ____________ day

of __________________________, 20_____

____
Notary Public of

My commission expires: ________________

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

THIS AFFIDAVIT MUST BE COMPLETED BY ALL PROPOSERS

SECTION B – SPECIFICATIONS

I. GENERAL SPECIFICATIONS

The City seeks proposals from qualified vendors to supply, deliver and install a Municipal Maintenance and Asset Management Software system that shall provide the form and functionality for use by numerous departments in execution of their daily tasks.

A. Software Requirements and Functionality for Use:

1. Software system shall be web based and should include: a mobile (native app or HTML5) interface that allows for inspections, parcel data and other information to be cached offline in the event that the mobile device does not have an available internet connection while working in the field
2. Software system shall be accessible from all Windows, Apple and Android based devices
3. Software system shall have a calendar component, and shall integrate with MS Outlook's calendar software
4. Software systems shall be capable of importing current City data into new system
5. Software system shall have the ability to be accessible online to general public
6. Software vendor shall provide support in designing all forms, permit types, permit categories, inspection types and categories, lists, periodic inspections, and violations
7. Software system shall have the ability to integrate with Laserfiche for document management purposes, and document ease of access
8. Software system shall allow photographs to be uploaded/attached to violation/property files
9. Software system shall contain all state and local codes
10. Ability to generate standard and customizable reports from multiple fields at no extra cost
11. Ability to print from wireless, mobile devices while in the field (i.e., violations, permits, condemnations)
12. Ability for the general public to submit complaints online
13. Ability for contractors to submit applications for permits online
14. Ability for citizens to monitor violations and complaints online
15. Ability for general public to submit payment online for municipal fees and fines
16. Ability for contractors to view and maintain online their licensing and insurance requirements
17. Ability for businesses to apply and submit permit applications online
18. Ability to notify the appropriate Inspector of overdue inspections
19. Ability to track construction projects with multiple permits and inspections

20. Ability to rate and prioritize non-parcelized assets such as City Infrastructure (e.g. sewer lines, catch basins, fire hydrants water mains, buildings equipment, man-holes, etc.)
21. Ability to add multiple sub-parcels to the main parcel while keeping all records separate by unit
22. Ability to run bulk letter printing
23. Ability to produce multiple checklists for inspections
24. Ability to track various insurance certificates (liability/workers' compensation) for electrical contractors and notify of cancellation and expiration
25. Ability to track violations from initial creation to court actions including the amount of time in hours/days
26. Ability to track all court related activity
27. Ability to create court documentation from parcel file
28. Ability to generate financial reports for permits and fees (i.e. Microsoft Excel spreadsheet, fixed length files for compatibility of uploads with current financial software)
29. Ability to incorporate and synchronize with G.I.S. layers
30. Ability to notify specific users when changes have been made to particular lists (i.e., vacant registry, rental registry, etc.)
31. Software system shall have a GIS component/module
32. Software system's GIS component/module shall have the ability to use the City's aerial orthoimagery
33. Individual user security / Password permissions
34. Software should integrate with the City's RPS system to automatically update parcel owner information on a daily basis
35. System should provide an audit trail of any and all changes made to data

B. Software Vendor Requirements:

1. Software vendor shall train City employees for use of the new software system
2. Annual maintenance costs

II. TECHNICAL REQUIREMENTS – SERVICE SPECIFICATIONS

A. TECHNICAL PHONE SUPPORT

Successful Proposer shall have a **support telephone number** available for troubleshooting software. In addition, the vendor must have an up-to-date web site with all information, software patches and upgrades available in the download area available to the City. In addition to on-line support, vendor's trained technicians capable of handling programming must respond within 24 hours from telephone notice by the City when the need arises.

Proposal shall provide for technical phone support that shall include:

1.) Personnel availability shall be from 8:00 AM to 6:00 PM (EST), Monday through Friday

2.) Description of personnel, assignments, and level of expertise available

3.) Description of staff chain-of-command communication structure to cover absences due to vacation, sick leave, business travel, etc.

4.) The vendor shall provide costs for an optional one (1), two (2) and three (3) year renewal extending site-management service contract beyond one (1) from date of completion from going "live"

B. TESTING

All normal customer and owner functions must be fully tested and operational before acceptance by the City staff. Final testing must be witnessed by City staff or its designee.

C. WARRANTY

Warranty begins at which time successful vendor has installed the proposed software solution and is deemed fully operational by City.

D. INNOVATION

The City values product innovation aimed at operational flexibility and developing future product and service offerings to meet technological change. The City encourages this proposal to include a discussion of proposed innovative concepts.

E. WORK PERFORMED BY THE CITY

City staff shall make available sufficient hours as are required to meet with the contractor and provide such information as required. The City I. T. Department will be assigned as project manager who will oversee the work and provide support as needed.

F. DELIVERABLES AND SCHEDULE

Deliverables shall be considered the software product themselves, plus those work products which are to be delivered such as data, reports, findings, schematics, training, and meeting presentations.

PART II – PROPOSAL DEVELOPMENT

SECTION A – GENERAL

1.) QUESTIONS OR CLARIFICATIONS

It shall be the Proposer's responsibility to ask questions, request changes or clarifications, or otherwise advise the City if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the respondent receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed below no later than 3:00 p.m., EST, on Thursday, October 24, 2019. Respondents are advised that any questions received after said time may not be answered.

Todd Venning, City Comptroller
City of Newburgh, 83 Broadway - 4th Floor, Newburgh, N.Y. 12550
Email: tvenning@cityofnewburgh-ny.gov

If, in the opinion of the City, additional information or interpretation is needed by Proposers, an addendum will be issued. Addenda shall be posted to the Empire State Purchasing Group website where this RFP solicitation was found for the purpose of responding thereon, but failure of the respondent to receive or obtain such Addenda shall not excuse the respondent from compliance therewith if awarded the contract.

2.) CONTRACT

The Proposer shall include with their submittals a proposed contract.

3.) ORAL INSTRUCTIONS

Oral instructions or information concerning the RFP Document or the project given out by officers, employees, or agents of the City to prospective respondents shall not bind the City. The City reserves the right to officially amend or cancel an RFP after issuance.

4.) PERMITS AND LICENSES

The successful respondent shall include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the contract.

5.) COST OF RESPONDING

This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

6.) CHANGES TO THIS RFP

The City reserves the right to modify, revise or cancel this RFP. Any and all modifications or revisions to this RFP shall only be binding if issued in writing by the City in the form of Addenda. Receipt and evaluation of proposals or the completion of interviews does not obligate the City to award a contract.

SECTION B – PROPOSAL SUBMISSION AND REQUIREMENTS

1.) PROPOSALS DEADLINE

Sealed proposals must be received in this office no later than the time and date shown on the cover of this solicitation. Responses received after submission deadline listed herein shall not be considered and will therefore be rejected by the City.

2.) PROPOSAL

By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Proposals must be clear and succinct.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3.) PROPOSAL SUBMISSION

Security and confidentiality of the transmitted data:

- Proposals shall be received and accepted until **3:00 p.m.** (EST) on Friday, November 1, 2019.
- For purposes of this proposal submission, one (1) complete original printed copy of the proposal shall be submitted along with (1) exact copy, labeling such *Original* and *Copy* appropriately.
- The outside of the envelope, box or other package-type material containing the sealed proposals shall clearly identify the name and address of the Proposer, RFP # 22.19 and the caption "Municipal Maintenance and Asset Management Software."
- The entire proposal package shall be submitted and delivered to:

City of Newburgh
attn: Todd Venning, City Comptroller
83 Broadway – 4th Floor
Newburgh, NY 12550

4.) CONFLICT OF INTEREST

A respondent submitting a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP, has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

5.) WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

Prior to the RFP submission deadline, changes may be made provided the change is initialed by the respondent or authorized agent.

A proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

6.) PROPOSAL ORGANIZATION

The respondents must provide all information as requested in this Request for Proposal. Responses must follow the format outlined in this RFP. Additional materials in other formats may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

a.) Cover letter which shall be addressed as indicated on the cover page of this proposal

b.) Business Information and Attachments

c.) Experience and References

d.) Subcontractors (if any)

e.) Conflict of Interest Statement

f.) Cost Proposal

g.) Non-Collusion Bidding Affidavit (see page 11)

a.) Cover Letter:

The Cover Letter must state the name of the person(s) authorized to represent the Proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person’s name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal.

b.) Business Information and Attachments:

Relevant information outlining the experience of the firm proposing, depth of technical and labor resources, and other data to support the level of professionalism and the capability to meet the requirements maintained by the firm.

c.) Experience and References:

The City defines proven experience continuously for at least one (1) year in at least two (2) cities of equal or greater size to that of the City of Newburgh.

The City shall review the materials submitted by the Proposer in order to determine Proposer is experienced and qualified to fulfill this contract. Supporting material shall include references for related contracts for the previous two (2) years and may include other information pertinent to the product or work to be performed. References must include the contact person's name and title, agency, address, phone number, their role, scope of the work or volume of the product, and when the work was performed.

d.) Subcontractors (if any):

Identify any subcontractors that would be used to install or configure the proposed software program. Give a detailed description of their involvement, scope of work, responsibilities, and level of experience.

e.) Conflict of Interest Statement:

Vendors submitting proposals in response to this RFP shall disclose any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this RFP. If a Vendor has no conflicts of interest, a statement to that effect shall be included in the proposal.

f.) Cost Proposal:

Proposers shall provide pricing for the installation and final delivery, including training, of the completely operational Municipal Maintenance and Asset Management Software as well as annual maintenance costs in accordance with the Specifications for the products and services requested in this RFP solicitation.

g.) Non-Collusion Bidding Affidavit (refer to Section XXII):

The City requires that a Non-Collusion Bidding Affidavit (see page 11 for form) be submitted with all proposals pursuant to its authority according to Section 103-d of the State of New York Finance Law. This Non-Collusion Bidding Affidavit, must be executed in blue ink by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.

PART III - PROPOSAL EVALUATION

SECTION A: PROPOSAL REVIEW AND SELECTION

1.) PROPOSAL EVALUATION CRITERIA

A selection review panel consisting of City staff will be appointed to evaluate the proposals received. Each committee member will evaluate proposals to determine which one best meets the needs of the City using the five (5) evaluation criteria factors listed in the table below. Each evaluation factor is given a weight, reflecting its importance in the City's selection process. Award will be made to the highest ranked *responsible* Proposer.

The table below shows the evaluation factors and weighing factors relevant to this solicitation.

Evaluation Factor	**Points Factor**
1. Ability to meet requirements outlined in Part I – Proposal Requirements	35
2. Cost of product, operating and maintenance expenses	25
3. Experience and familiarity with similar projects	20
4. Ability to integrate City's current software packages	15
5. Minority and Women Business Enterprise	5

Each of the evaluation factors will be awarded points based on the evaluator's judgment of the quality of the response as to that particular evaluation factor. Fractional points (e.g., 3.6 or 1.75) may be awarded. Points awarded to reflect the quality of a response may be assigned individually or by a consensus of the evaluation committee.

Responsible Bidder/Proposer: Award will be made only to "responsible" offerors possessing the ability, experience, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award in ascertaining whether or not a bidder is responsible, information may be requested from bidder to discuss and assist in determining responsibility.

The City has the right to reject any or all proposals for good cause, in the public interest.

2.) CLARIFYING PROPOSAL DURING EVALUATION PERIOD

During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the successful Proposer's contract.

3.) ORAL INTERVIEWS AND PRODUCT DEMONSTRATIONS

During the evaluation process, the City may choose to interview a select number of respondents. Proposers should be prepared to make a presentation to the City including an operating demonstration of the proposed software.

SECTION B – CONTRACT AWARD

1.) CONTRACTOR SELECTION

The selection review panel will present their recommendation to City Council, which, at their discretion shall award a contract. Therefore, the contract shall be awarded to the Proposer whose proposal has been considered and evaluated by the selection review panel as being the most advantageous to the City of Newburgh.

2.) CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final contract.

3.) FAILURE TO EXECUTE CONTRACT

Failure on the part of the respondent to whom a contract is awarded to execute the contract and deliver the contract and required insurance certificates within ten (10) calendar days shall be just cause for cancellation of the award and withdrawal of the contract. Award may then be made to the next lowest acceptable Proposer, or the work may be re-advertised or otherwise as the City of Newburgh may decide.

City of Newburgh

Orange County

Proposal for
Municity™ Integrated Parcel Management SaaS

March 26, 2020

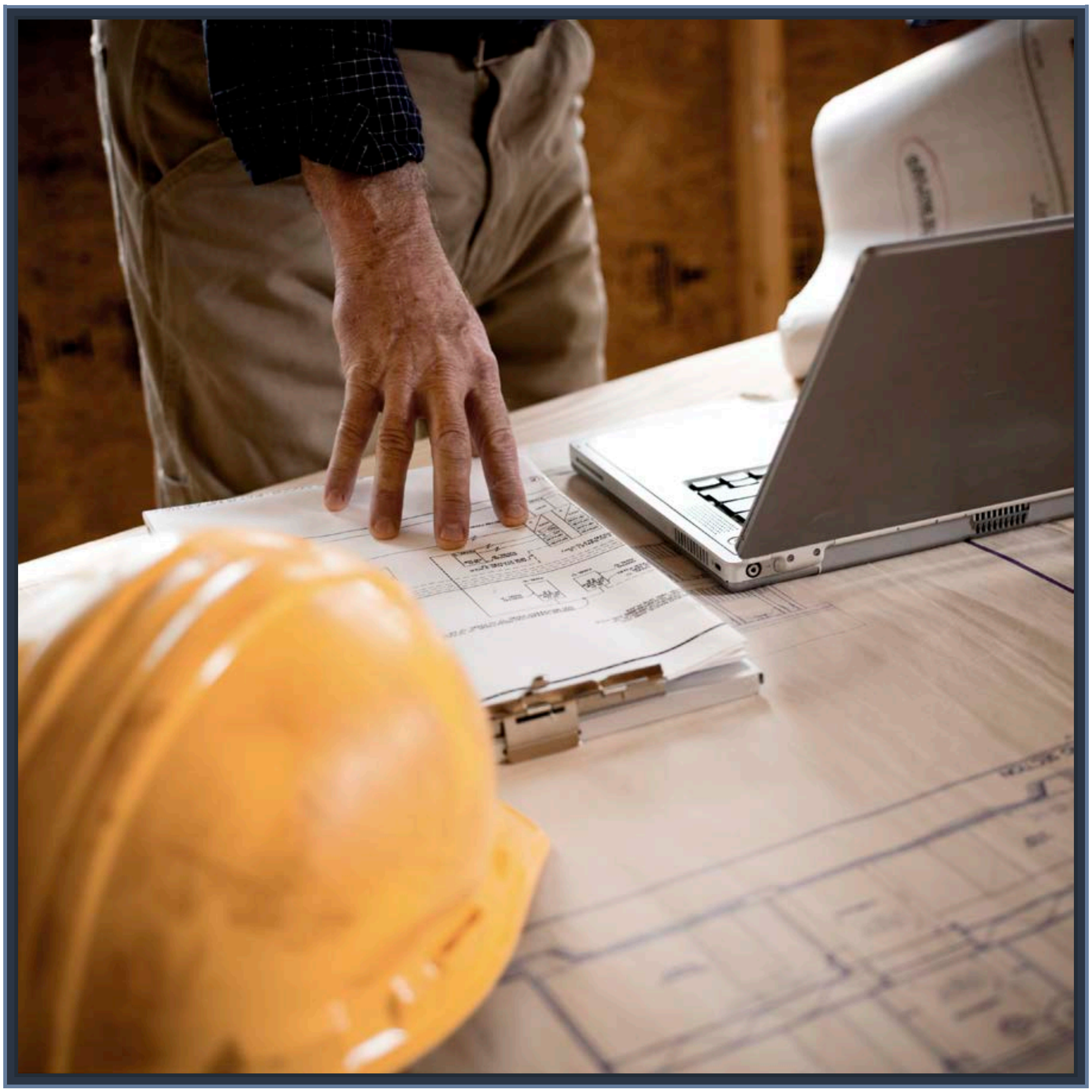
Valid for 3 months

Bruce Cadman
Director of Sales
518-441-6496
BCadman@generalcode.com

GENERAL CODE

ICC COMMUNITY DEVELOPMENT SOLUTIONS

CONTENTS



MUNICITY PROGRAMS OF WORK

Municity provides a variety of functionality to streamline and automate important aspects of the Building, Planning and Zoning functions within a municipal government. The Programs of Work can apply to one department or it can be spread across multiple departments depending on how the government operation is structured. Following are each of the current Programs of Work within Municity 5 along with descriptions and the processes supported in each of the POW's.

Programs Of Work	Description	Processes Within Program Of Work
Application to Certificate	To identify, approve, track, and monitor changes/enhancements to all structures in the city	• Processing Permit Application • Inspection and Re-inspection for Permitted Work and Closing of a Permit • Mobile application (additional)
Periodic Inspections	To identify areas of public assembly, and certify compliance with all city & state codes	• Inspection and Certification of Public Assembly • Annual/Reoccurring Inspections • Fire Safety Inspection
Code Enforcement	To identify violations, issue tickets and prescribe reparations(fees & timeframe for compliance)	• Identifying and Verifying Code Violation • Issuing Notice of Violation • Ticketing and Court Process for Outstanding Violation
Assets and Work Orders	Functionality to complete and track Work Orders, Assets and Inspections	• Work order creation and assignment • Processing a work order • Reporting • Mobile application (additional)

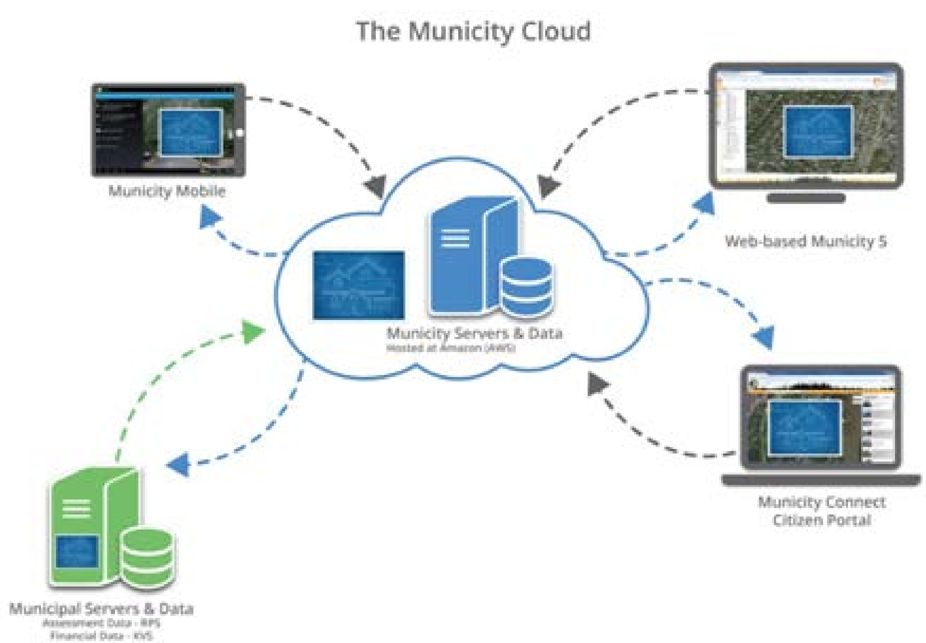
Connect	Public Facing Portal - Citizens can apply for permits, request inspections, grab mailing list for abutter notices and more Recommendations of appropriate programs of work, integrations and any other general recommendations should be noted at this point.	• Online permit applications • Inspection requests • Review inspection status • Review inspection history

MUNICITY PRODUCT OVERVIEW

THE MUNICITY SUITE

The Municity Suite is a set of hosted software products that work together to provide your municipality with the best functionality that serves the needs of each user and usage environment. At the core of the system is a Microsoft SQL database that contains all your municipal data – parcels, owners, building permits, violations, variances, fees, etc. All of the modules of Municity access and update this database in real-time so there is no synchronizing required or lag time between activities. **Municity 5** is the web-based interface for Municity which provides users access to all Municity data anywhere with an Internet connection, as well as some enhanced functionality like advanced analytics and reporting. Municity 5 also includes advanced GIS capabilities that enable you to visualize all your parcel data, permits, complaints, inspections, etc. via a geographical (map) interface. **Municity Mobile** combines the ease of use of a tablet or smart phone with the power and functionality of Municity. Users can complete inspections, issues stop work order or violations, take photos, or just access any Municity data necessary to be as productive as possible in the field. Finally, the **Municity Connect** module allows the municipality to extend the information from the Municity database to a public web-site, reducing calls and foot traffic into the office. Optionally the **Municity Connect** module can be utilized to accept on-line permit application and issue reporting, allowing users, via a log-in, to track the status of their applications and permits.

General Code staff will preload the data information provided by the City into the Municity software. This includes: parcel data, fee schedules, mapping integration, zones, and historical data conversion (permits, complaints, etc – this may be quoted separately depending upon the volume of data). The included standard forms and reports will be updated to include your municipality's logos and standard text. Configured forms and reports can be created at an additional cost.



PROJECT DELIVERABLES (PROGRAMS OF WORK)

MUNICITY PRODUCT OVERVIEW

Standard Features of Municity 5

- GIS Mapping
- Parcel Searching
- Reporting/Queries/Forms
- Notifications - Changes/Required Actions
- Dashboards
- Mobile Integration
- Cloud-based
- Public-facing Interaction
- Workflow Management
- Contact Management
- Client Configurable
- Document Management

Cloud-based Product
As a cloud-based, software as a service (SaaS), product there are no client requirements for additional servers, network devices, or third-party software licenses. SCA maintains and manages the Amazon Web Services environment that is the foundation of the product offerings.

Municity Connect (public facing)
A Web offering that let's citizens apply for permits, request inspections, grab mailing lists for abutter notices, and more.

Mobile
Enables a municipality to access important data and complete daily tasks on-the-go with a tablet or smartphone.

Department Packages
Each Municity 5 Department Packages adds additional features to the core software, based on the department. Build the perfect Municity 5 experience by selecting one or more of the package(s) that best fits a municipality's needs:

Building
Municity 5's Building package takes the core of features and adds our powerful and flexible building functionality to create a one-of-a-kind package that gives building inspectors and code enforcement officials an efficient and seamless solution.

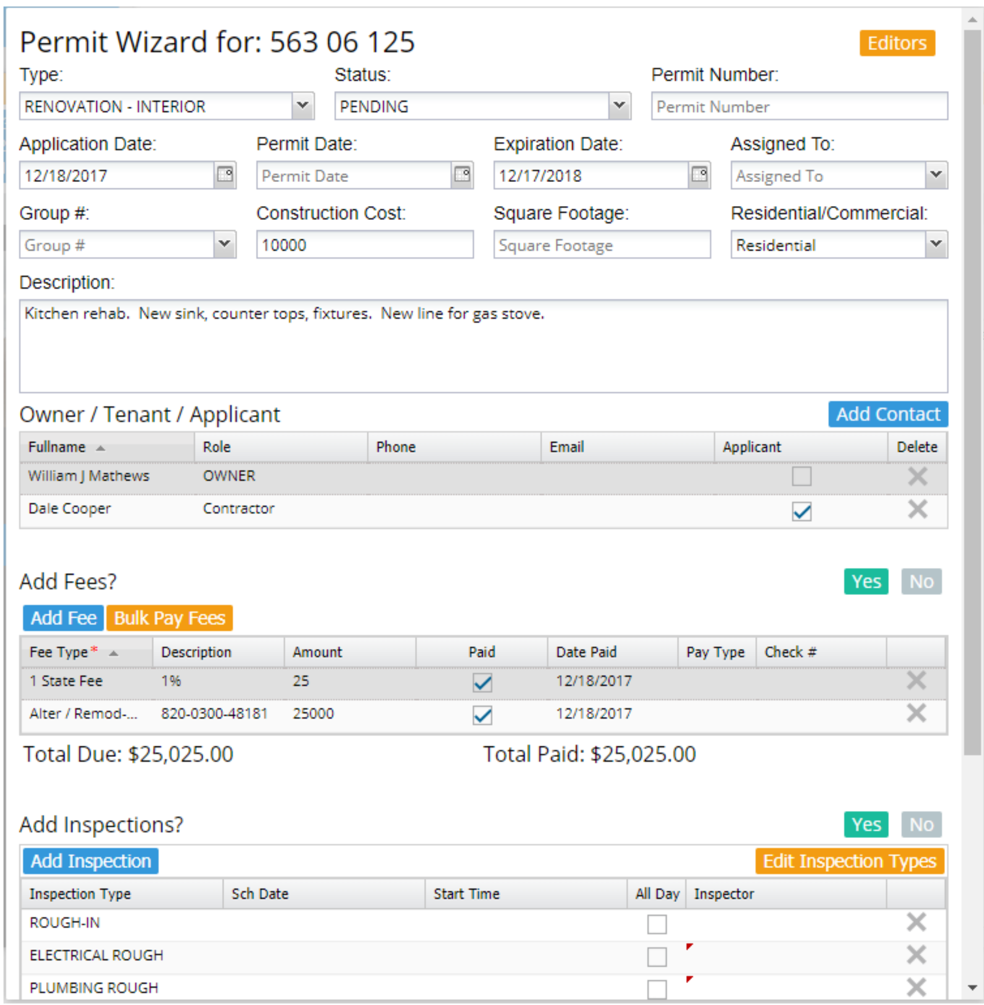
Planning and Zoning
The planning and zoning process is complex. Leveraging Municity 5's integrated GIS, workflow, and notification system, the Planning and Zoning package creates a fast and simplified planning and zoning process for those within the department as well as applicants.

MUNICITY 5 – WEB BASED MUNICITY:

Parcel Information - Search for parcels by owner, address, parcel number and then view all parcel assessment information, including owner, owner's address, zoning, property class, acreage, etc. Municity captures full property history, including ownership changes and historical ownership information.

Contact Management – Fully integrated contact manager allows you to track all your contact information, including contractor insurance, worker's comp. and basic licensing.

Permitting - The permitting module of Municity allows users to track all activities on a permit including permit type, status, construction cost, contractors, inspections, fees, and tasks. The permit editor is extremely flexible and can be configured by the users to display the information they require and arrange it in the order they find most convenient.



Municity 5 – Permit Creation Wizard

Permits – Tracks all building permits from acceptance of an application through completion of inspections, and final issuance of CO's or CC's.

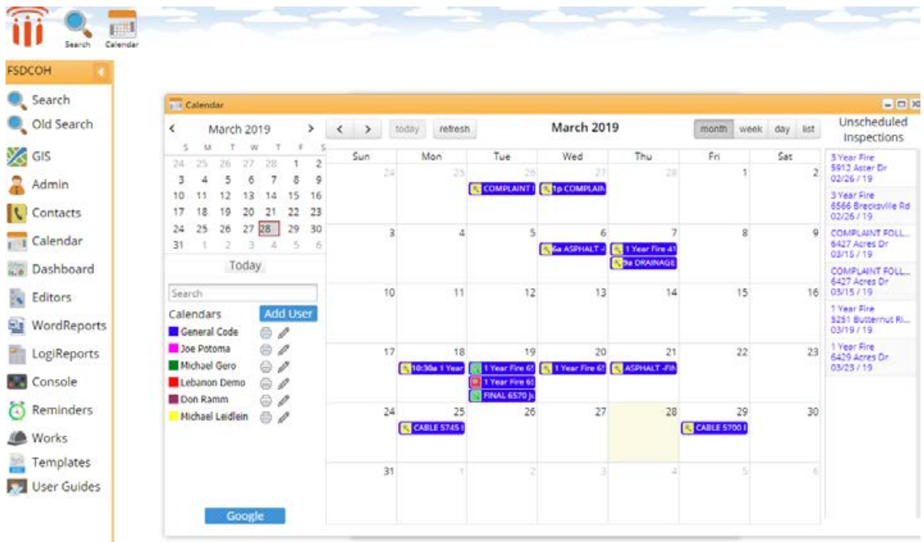
Permit Inspections – Full tracking and scheduling of inspections, including checklists, documents and pictures. Pre-defined inspection templates can be created for each permit-type to ensure all inspections are completed before a permit is closed.

Permit Fees – Track all fees related to each building permit.

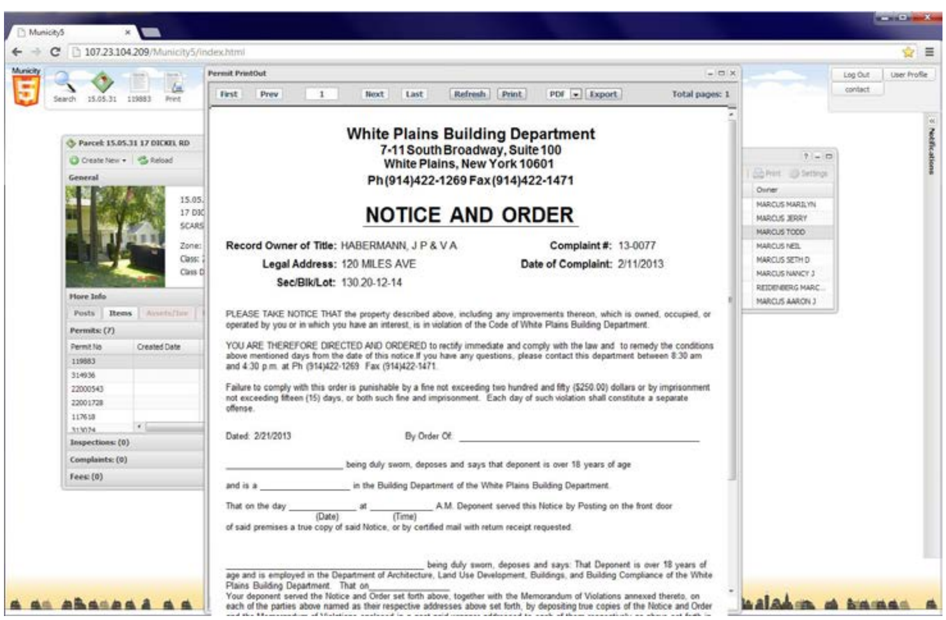
Permit Tasks– Assign tasks/prerequisites that have to be completed prior to permit issuance. Create tasks based on templates and automatically assign them to the responsible parties. Get notification when tasks are completed.

Workflow – Configure your permit/application workflow to your liking. Permit Templates allow users to define processes (reviews, inspections, fees, etc.) based on permit type.

Appointment Calendar – Appointment Calendar for scheduling of inspections. With appropriate user rights you can view multiple inspectors from one calendar and re-assign or re- schedule inspections. Completing inspections from the calendar automatically completes the inspections on the associated permit.



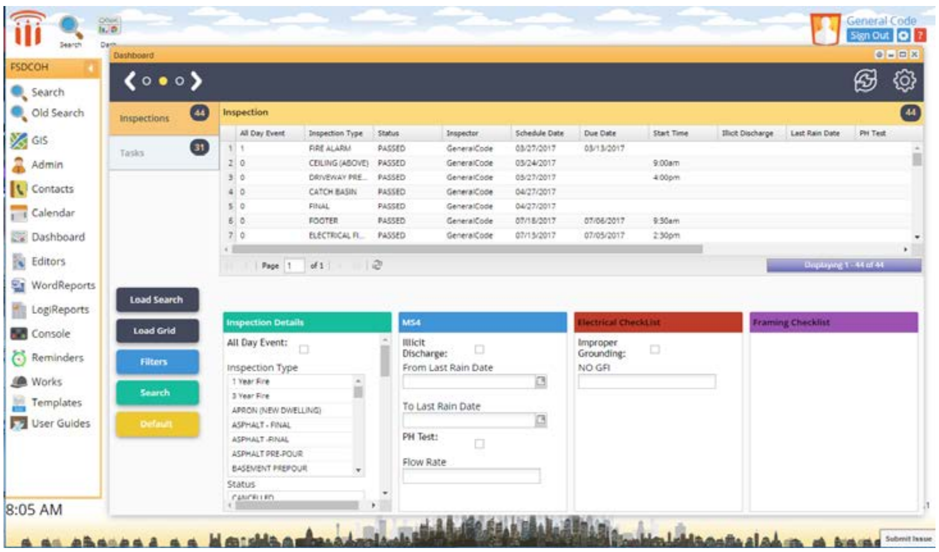
Code Enforcement - Track all complaint activity including issuance of violations based on the [muni-type] code, state building code or fire code. Create summonses, track court appearances, levy fines, and attach pictures and documents. Create documents such as notice of violation, accusatory, affidavits of service.



Municity 5 Complaint – Notice Printout

Media – Attach any electronic files to your parcels, permits, inspections or complaints. Upload pictures, documents, PDF files, and videos and then rearrange into subdirectories. Print or email the files. View all pictures in a slideshow, add notes, or download to your computer.

Dashboard / Analytics - View all the latest activities of your department, such as applications submitted, permits issued, complaints issued, inspections completed, tasks assigned, etc. Configure the dashboard to your preferences by choosing from a variety of graphs and data views.



Municity 5 - Dashboard

Printing – Municity 5 is delivered with several standard printouts. These documents include:

- Parcel Information / History / Title Search.
- Permits.
- Approval / Denial Letters.
- Certificates (CO, CC, Temporary CO).
- Inspection Results (Passed / Failed Letter).
- Daily Inspection Schedule.
- Complaint Notice.
- Accusatory / Affidavit.
- Summons / Appearance Ticket

Reports – Municity 5 comes standard with the following reports:

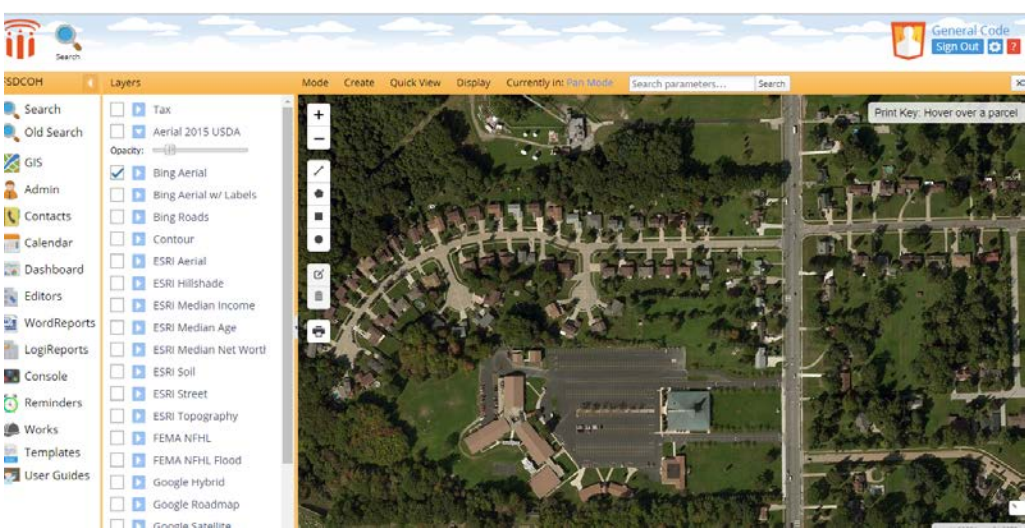
- Applications Submitted
- Permits Issued
- Permits Issued w/ Cost of Construction
- Expired Permits
- Certificates (COs/CCs) Issued
- Temporary COs Issued
- Complaints / Violations Issued
- Open Complaints / Violations
- Resolved Complaints / Violations
- Inspections Completed
- Overdue Inspections
- Fees Collected
- Unpaid Fees
- Ad hoc reporting

Additional custom reports available.

Communications - The Municity 5 software has a fully integrated Posting/Notification system that allows users to follow all actions that have occurred on a parcel, permit or violation. This includes general comments added by users and program generated actions such as approving a permit or pass/fail of an inspection. These posts are visible on each item in the program and optionally users (office staff / inspectors) can become a "follower" of an item and receive notifications via email, text messages or Twitter when an action has occurred. In conjunction with the Municity 5 –Connect Module residents and contractors can also "follow" an item and get notifications when something occurs such as their building permit being issued or an inspection being completed.

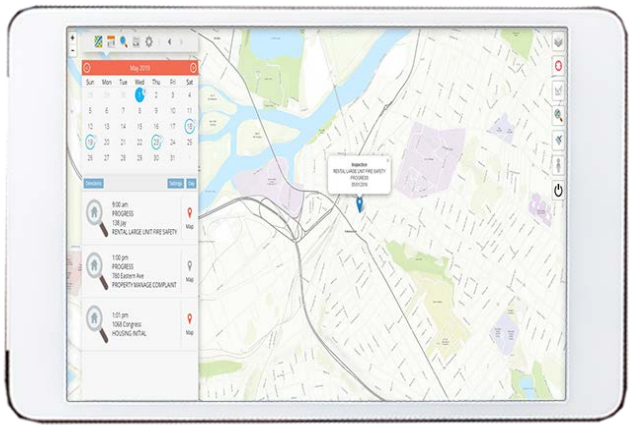
Municity 5 – Posts/Notifications via Text Message

GIS – The GIS capabilities in Municity 5 enable the visualization of all of your Municity data via a geographic interface. Municity GIS utilizes geospatial layer data from a variety of sources (the municipality, the County, the State and even some generally available layers from the federal government).

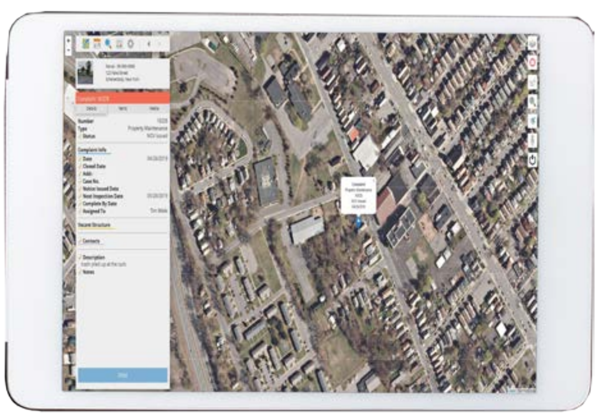


MUNICITY MOBILE:

The Municity Mobile application allows users to interact directly with the Municity database via most Android, iOS, and Windows-enabled devices. There is no need to synchronize once you get back to the office – you are working with live data. Google Chrome is the preferred browser.

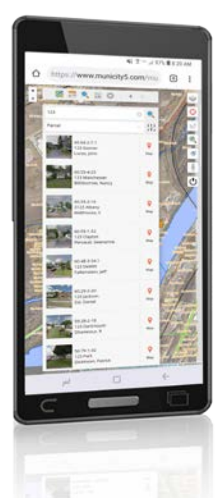


Functions



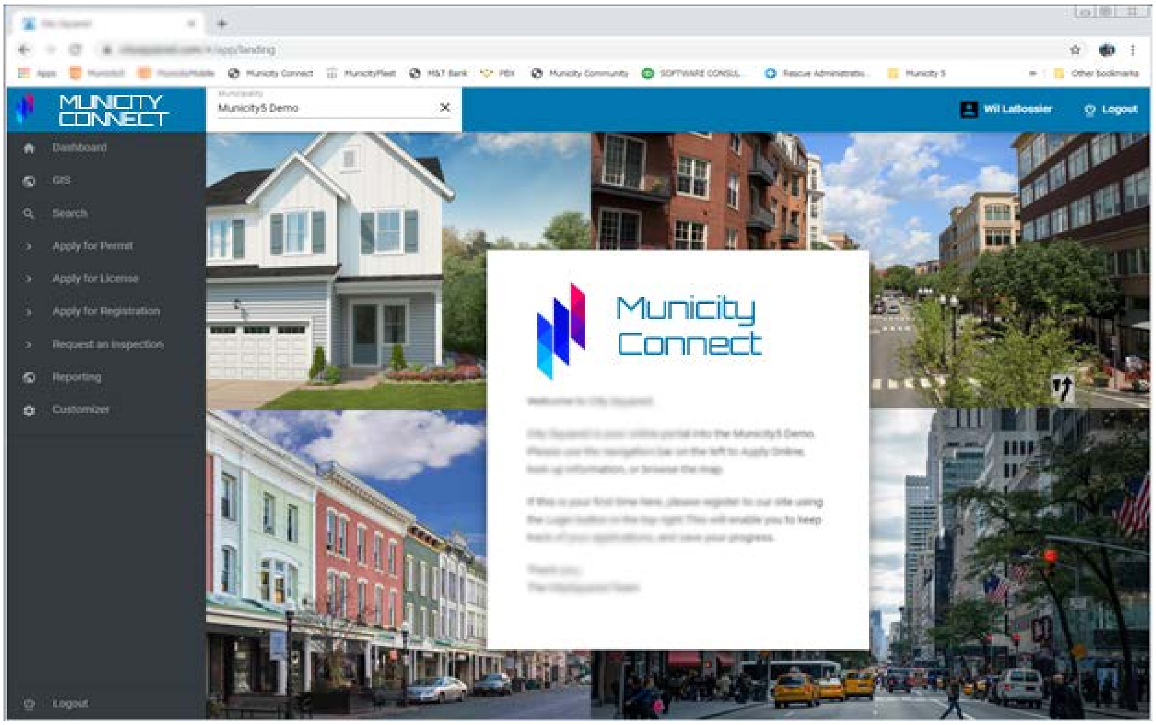
- Create Complaints, Appointments, Violations, and more.
- Schedule and complete inspections.
- View your inspections schedule in a list or calendar view.
- Pull up information on any parcel in your municipality.
- Map Assets and Work Orders

- Search for items and parcels in the database using the advanced search option.
- Search items can be projected on the map and color-coded based on status.



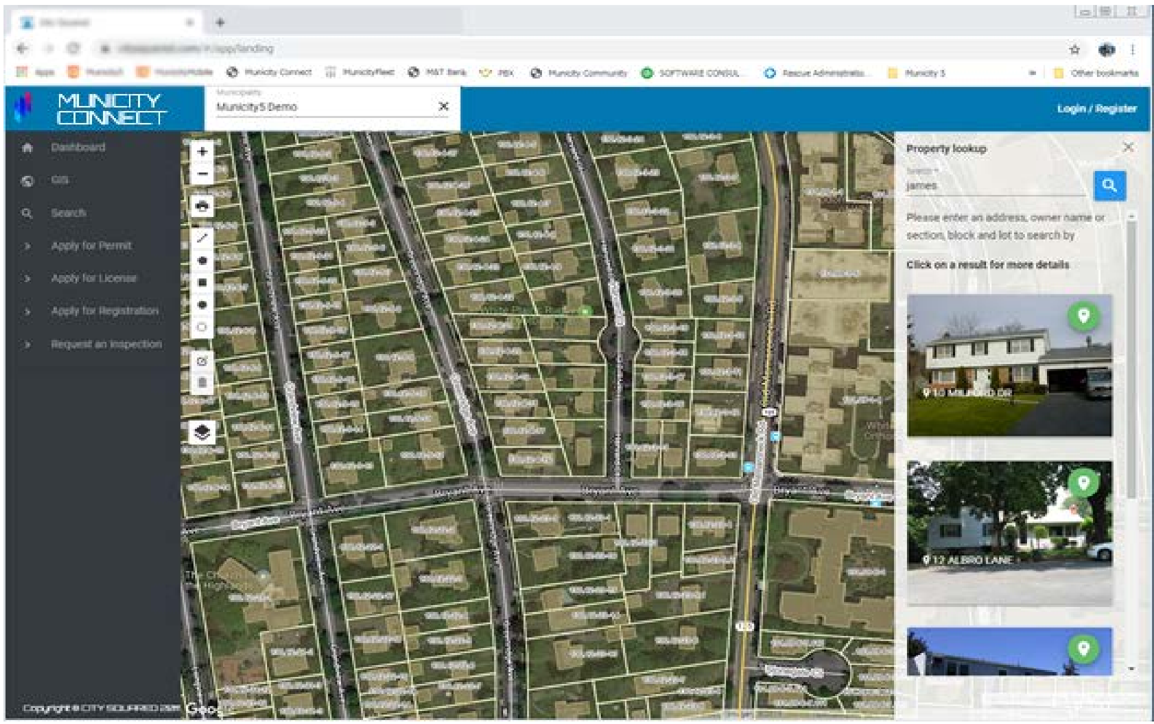
MUNICITY CONNECT:

Municity's Connect is a public facing website that allows the municipality to provide information to home owners, contractors, title searchers, etc.



Public Viewing

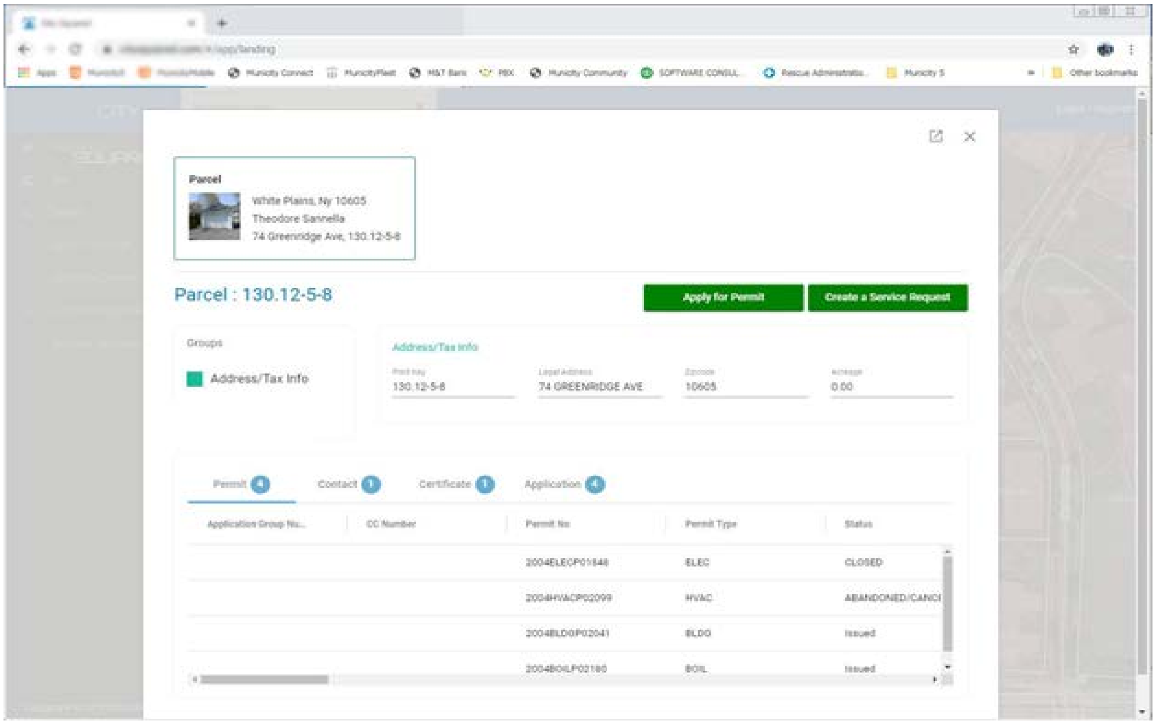
GIS – The site includes comprehensive GIS functionality including layer control, fading in and out of layers for overlaying of layers, checking distance / setbacks, printing of the map, etc. The map layers available to the public are a subset of the layers available in the in-office Municity software and can be configured by the municipality based on what layers they want the public to view and not view.



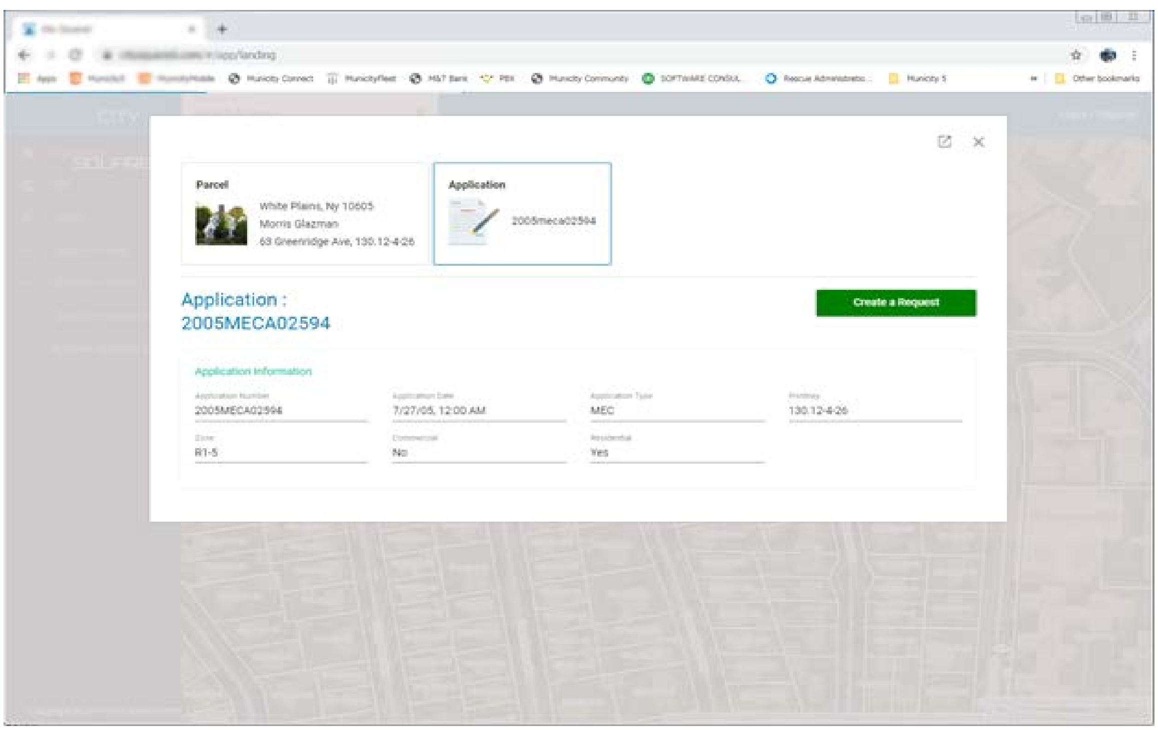
Parcel information – limited parcel information is made available to the public. User can search for a parcel by parcel ID, address, owner name or by clicking on the map. Parcel information can include any data on the parcel such as owner, address, parcel ID, zone, acreage, assessed value, property class, number of bedrooms, number of bathrooms, house style, etc.

Additionally, parcel information can be configured to include any of the items associated with a parcel such as;

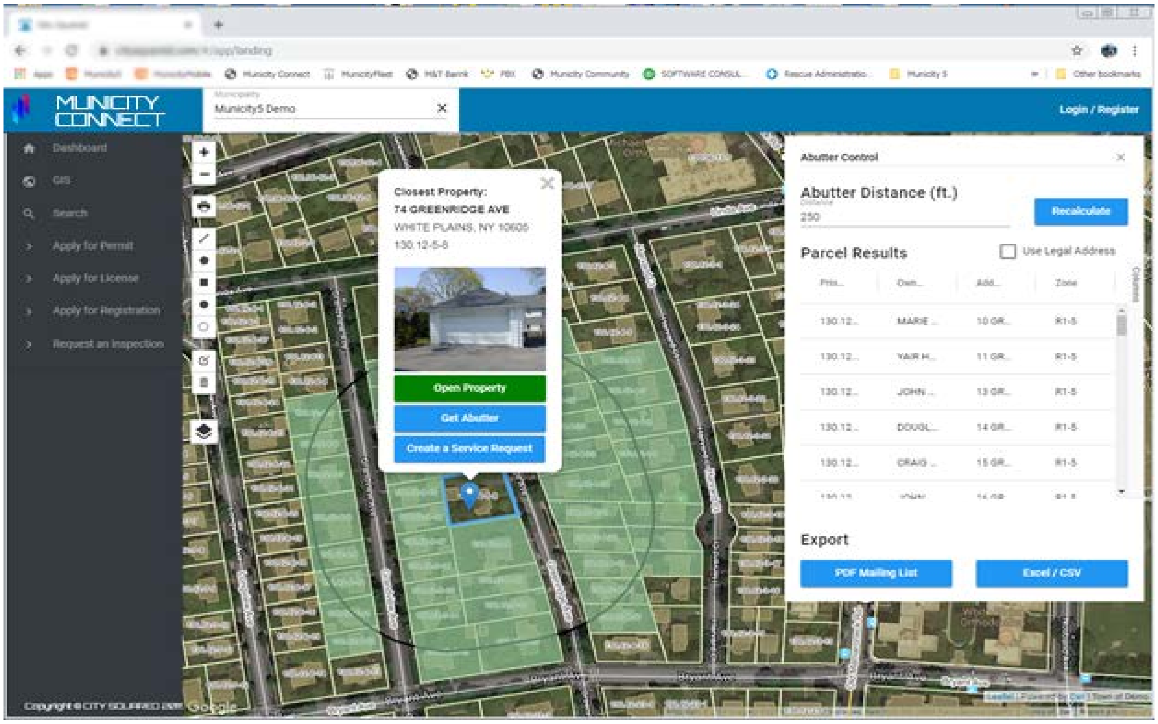
- Applications
- Permits
- Certificates
- Complaints / Violations
- Fees
- Variances
- Documents



Each of these associated items can then be opened and corresponding data show to the user.
Note: The municipality has the ability to show / not show any data to the public users.

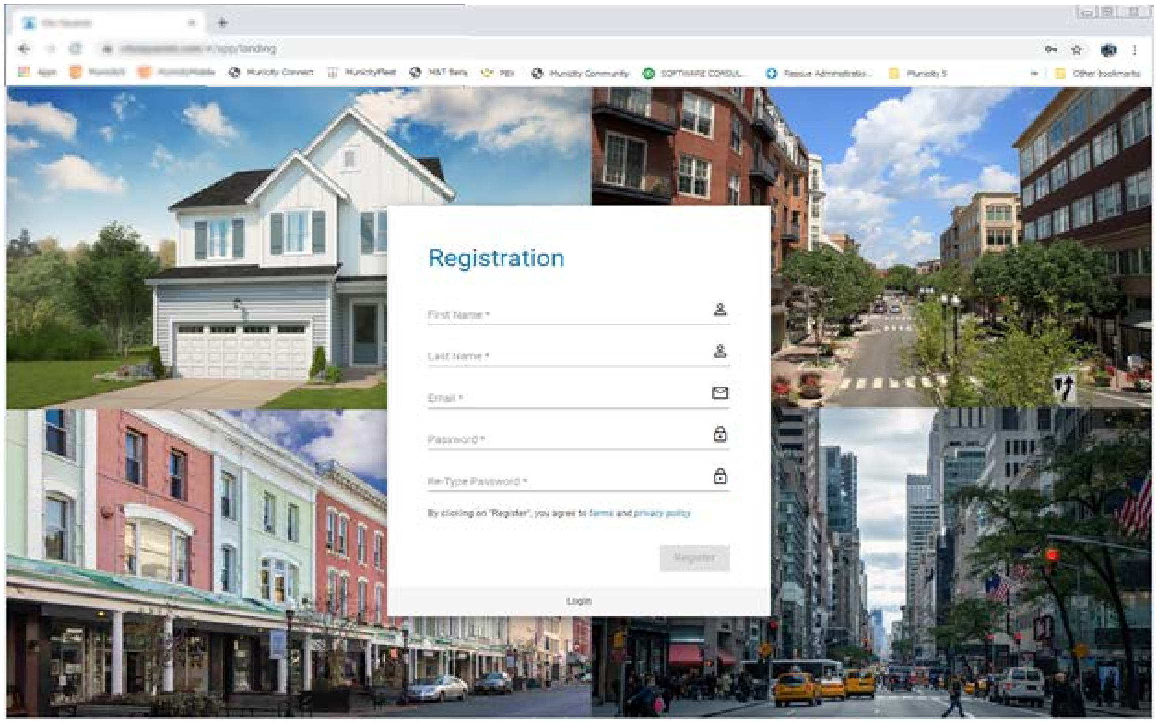


If configured, a public user can also create an abutter (neighbor list) of properties within a certain distance of the selected property. This list can then be printed as an Avery Label printout or exported to Excel /CSV.



Functions available to registered users:

There are many functions available to registered users. To register, a user must simply complete the registration form that asks for their name, email address and password.

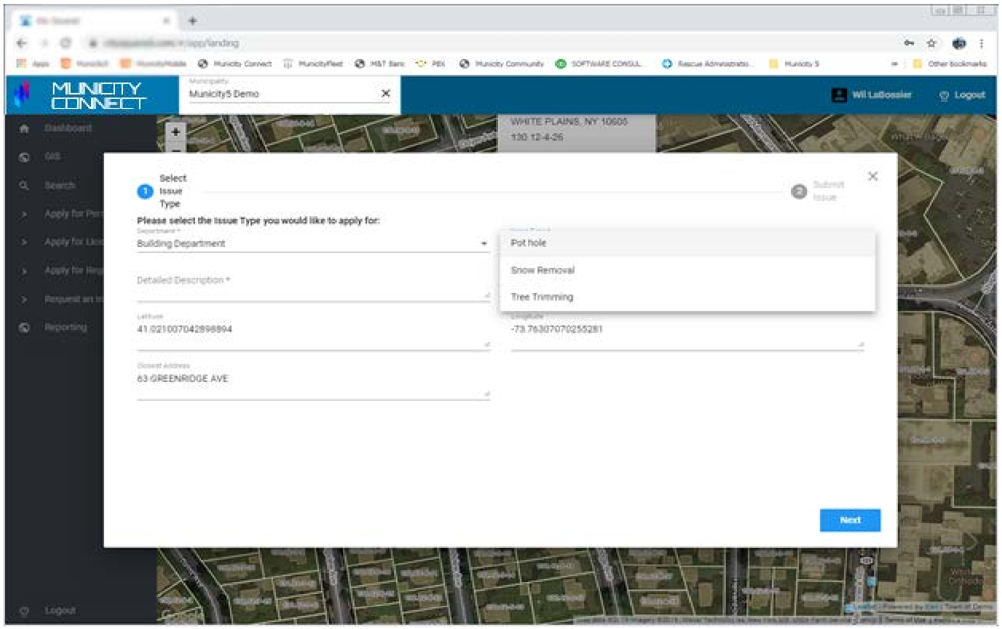


Once a user is registered they can complete many functions such as:

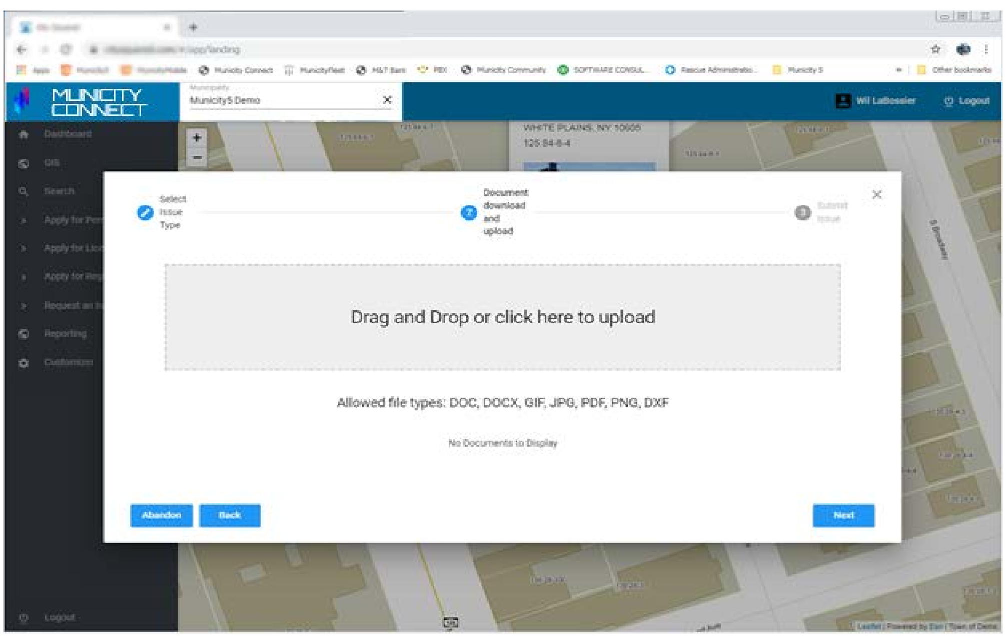
- Creating a “Service Request”.
- Applying for:
    - Permit
    - License
    - Registration
- Requesting and Inspection
- Title Search

Service Request

Below is an example of a "Service Request". Service requests can be segregated by department, and types determined by the Municipality. The "type" defines what data is requested from the constituent.



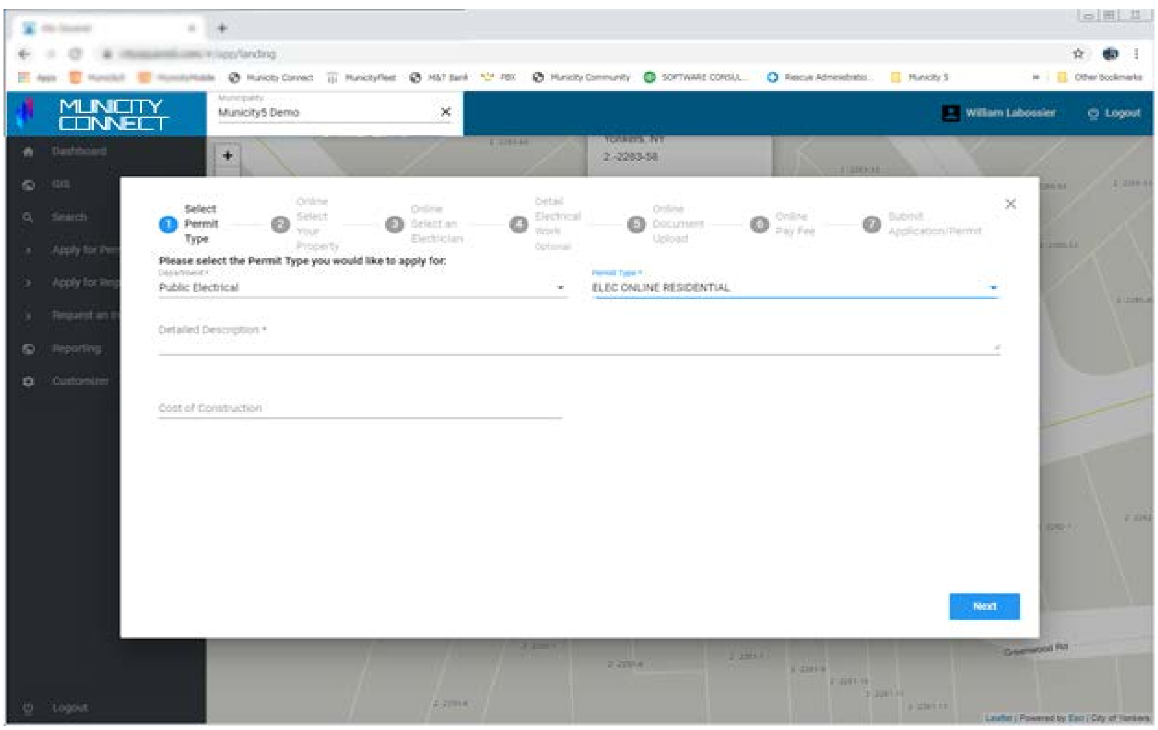
Service requests can also have other steps such as an optional document upload.

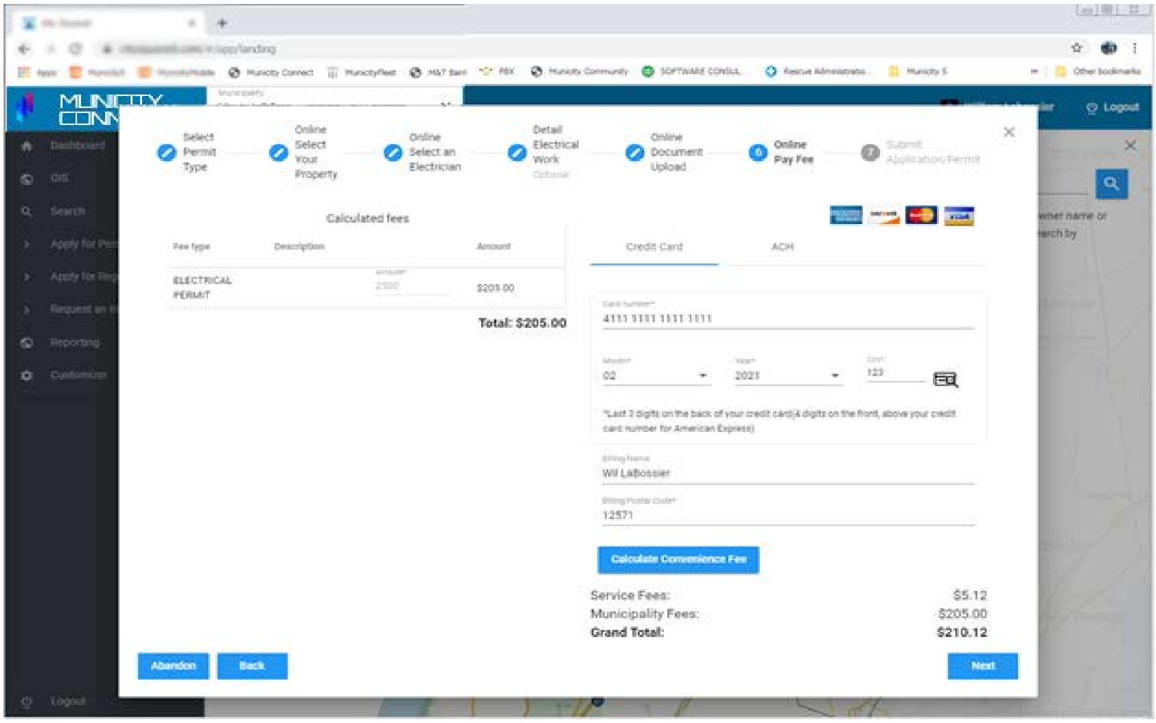


Apply for a Permit

The Apply for Permit functionality of Municity Connect is quite sophisticated and includes as many different types of application a municipality wants to accept online. Each application type is configurable to include the appropriate steps required to complete the on-line application. These steps can include:

- Select Your application type – with some preliminary data entry fields.
- Select the appropriate property.
- Select your contractor / electrician / plumber.
- Data form fields – any data you want to collect specific to the application type. Includes text, check boxes, dates, and dropdown fields.
- Fixtures – selecting the number of each type of fixture such as light switch, smoke detectors, hose bibs, etc.
- Document upload.
- Digital / electronic signature.
- Fee payment – both credit card and e-check. Fee calculation can be based on cost of construction, square footage, fixtures or other data.

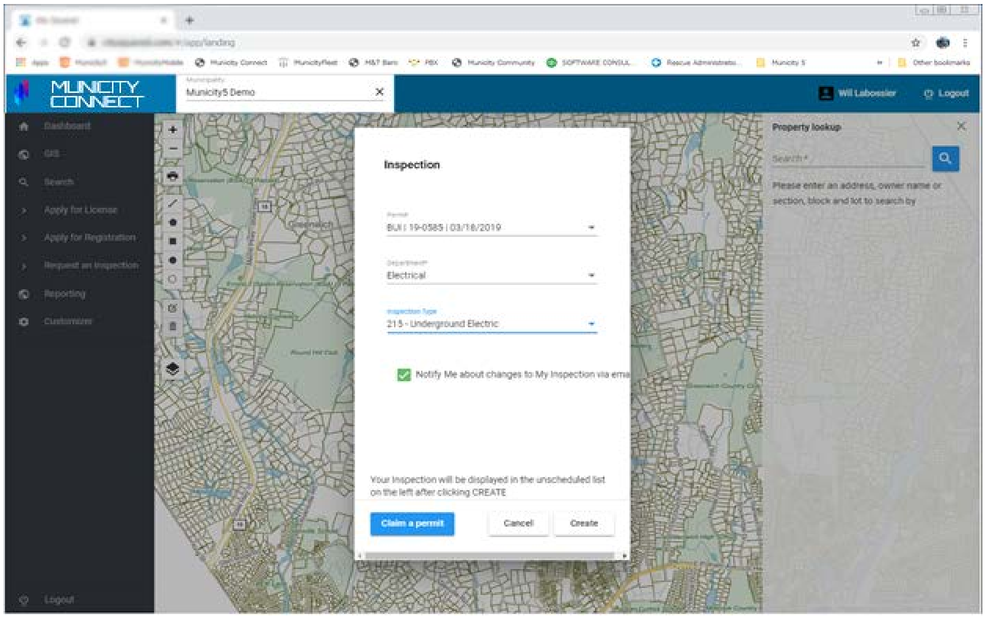




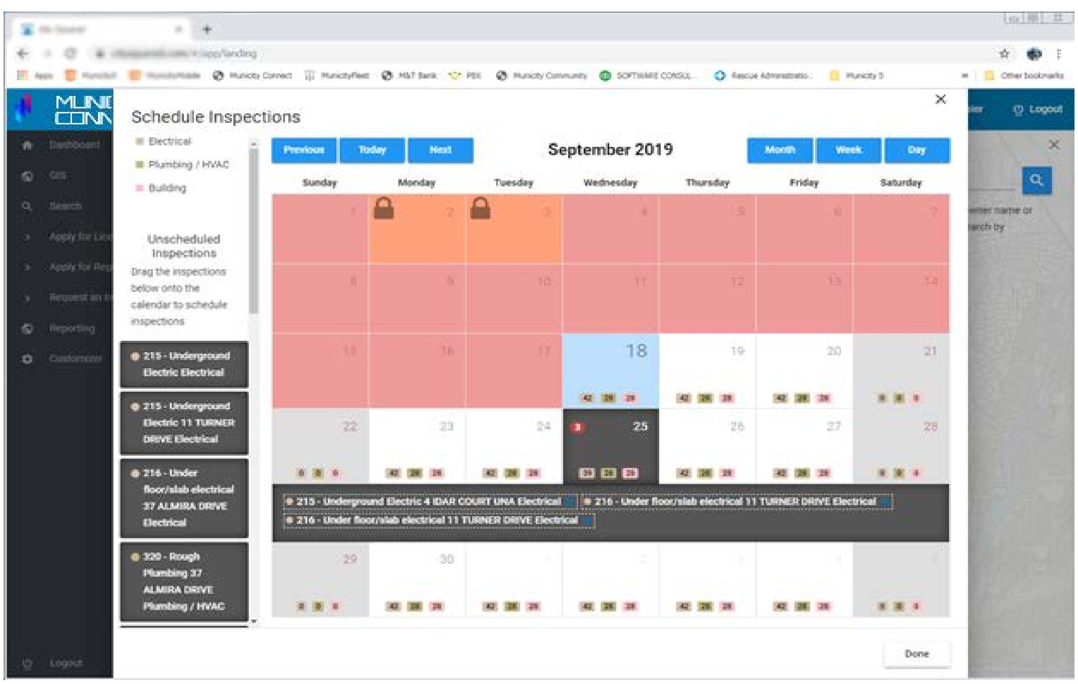
Select Permit Type
Online Select Your Property
Online Select an Electrician
Detail Electrical Work
Online Document Upload
Online Pay Fee
Submit Application/Permit
Calculated fees
Fee type
Description
Amount
ELECTRICAL PERMIT
$205.00
Total: $205.00
Credit Card
ACH
4111 1111 1111 1111
02
2021
123
Wil LaBossier
12571
Calculate Convenience Fee
Service Fees:
$5.12
Municipality Fees:
$205.00
Grand Total:
$210.12
Abandon
Back
Next

Request an Inspection

Owners of permits are able to request inspections for those permits based on a variety of rules such as staff availability, holidays, status of the permits, whether or not they have a pending inspection of the same type already scheduled, etc.



Once an inspection has been created the users can drop the inspection on the day they wish to have the inspection completed. The system only allows inspections to be scheduled on days with appropriate staff to complete the inspection (organized by trade and inspectors).

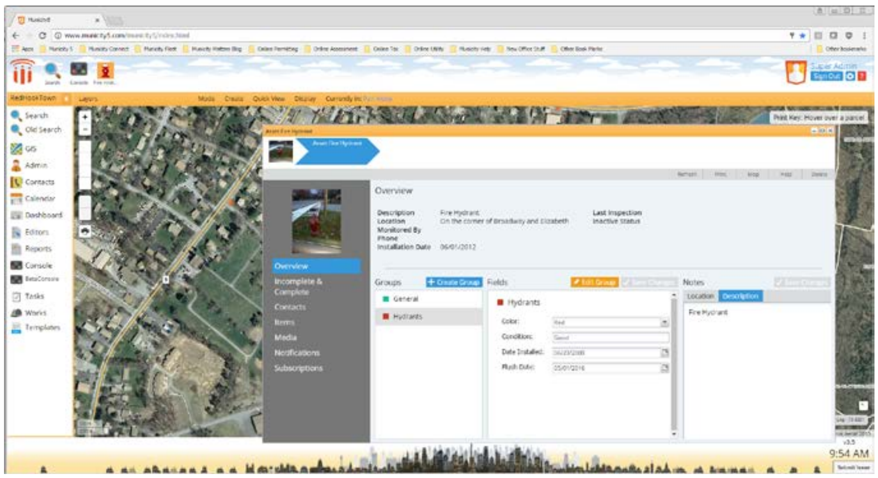


MUNICITY WORK ORDERS AND ASSET MANAGEMENT:

Municity allows users to create, print, edit, and report on Assets, Work Orders, Roads, Signs, Vehicles and other Public Works activities. Working in conjunction with Municity's integrated GIS, Municity Mobile, and Municity Connect, records can be input and tracked a variety of different ways.

Asset Management

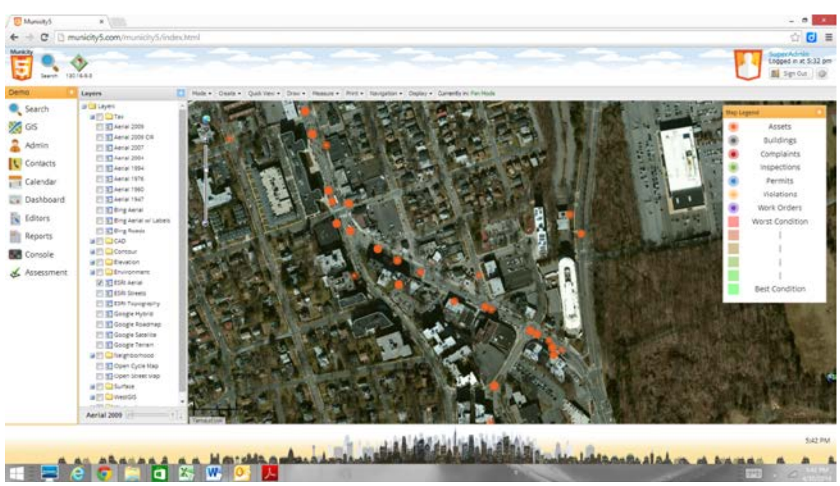
Assets can be created directly from the GIS system or in from the field using a mobile device. Attached to assets are all related activities including work orders, maintenance, inspections, fees, pictures and documents. Input fields on an asset are fully customizable by Asset Type so you can record all of your pertinent data in a clutter-free interface.



Asset Creation

Once created, Assets in Municity are geo-tagged, allowing users to report on data with visual plot points in GIS. Users may easily print and share results for meetings and presentations, or even export Asset data as a new GIS layer.

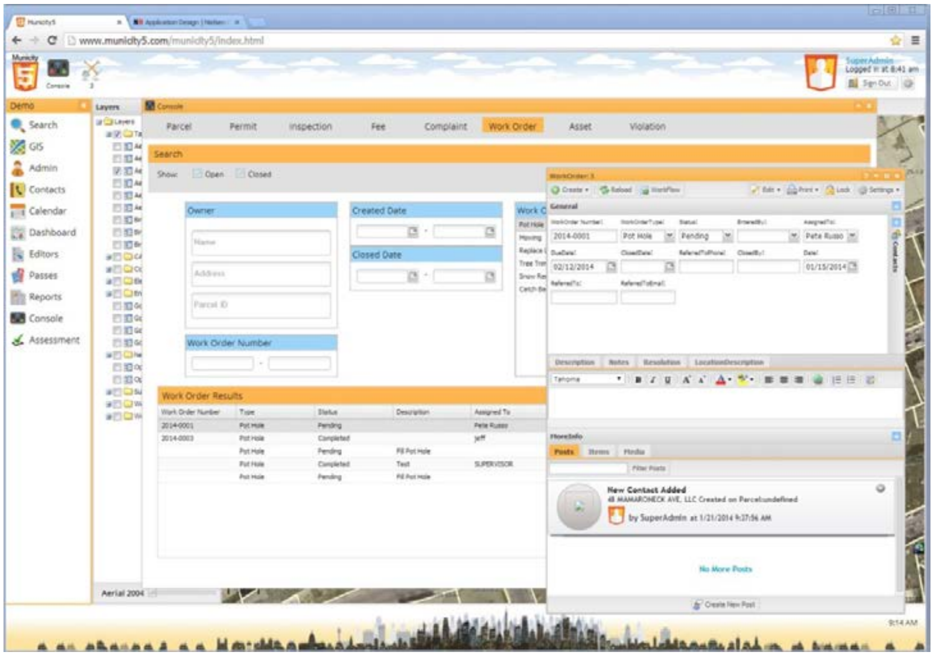
If you have Asset layers in another GIS system, General Code's installers can convert that data into editable Asset records in Municity!



Asset Tracking with GIS

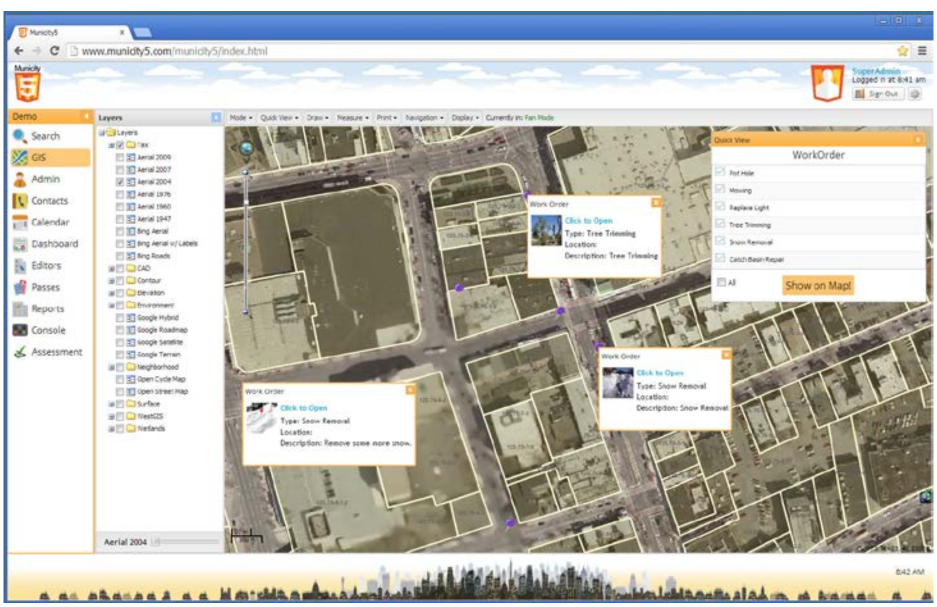
Work Orders

Work Orders can be used to record and track maintenance made to properties, assets, municipal vehicles and more! Work Orders can be created in the office using the Municity 5, integrated GIS, or from the field using your mobile device. Leveraging Municity Connect, you may also allow residents to report their own issues and work orders including tree trimming, snow removal, pothole repair, and others.



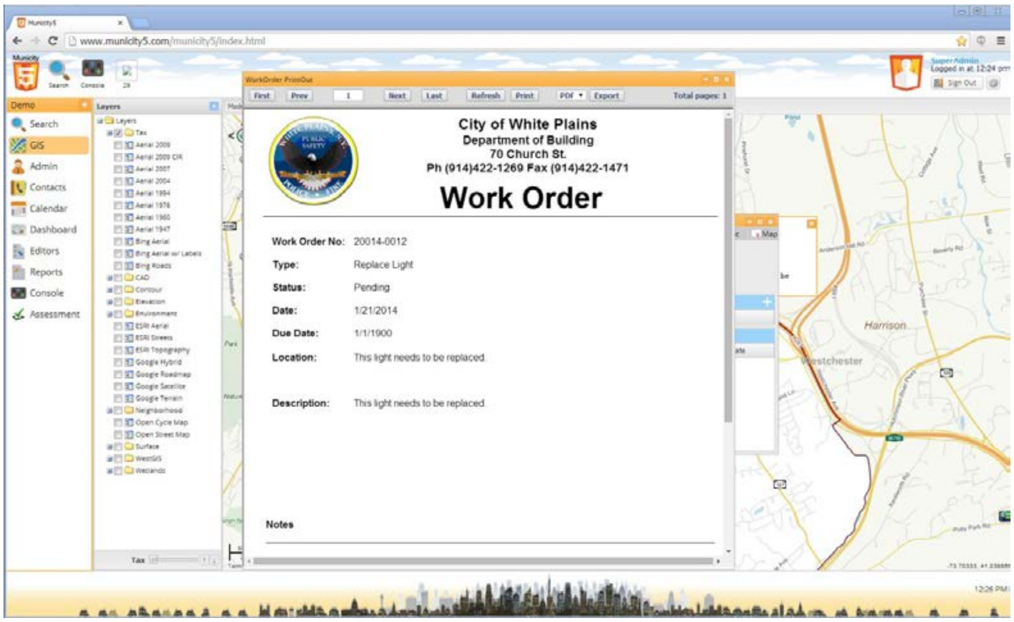
Work Order Creation

All Work Orders are also geo-tagged, making them available to be reported and displayed as plot points on the GIS map. Using this visual representation, employees can identify trouble areas in the community and define 'heat maps' of activity.



Work Order Tracking in GIS

Additional items can be attached to Work Orders including inspections, tasks, pictures and documents. Inspection can be viewed via an integrated calendar. Additionally, Work Orders and many other documents can be printed out from the system.



PROJECT SCOPE OF WORK

Standard Municity Project Management Process

General Code's Project Managers are our customer's primary contact and support during a Municity project. The Project Manager provides guidance, answer questions and connects the customer with subject matter experts as needed throughout the project and after project completion. The primary goal of our Project Managers is to provide communication during the engagement ensuring the project flows smoothly by resolving issues prior to them arising and providing plans and scheduling that are mutually agreeable to all parties.

Letter of Introduction

The Letter of Introduction e-mail is our initial confirmation of our customer's contract and establishes who your Project Manager contact will be for the engagement. The e-mail will include the current timeframe for scheduling the project, general logistical questions and the General Code's Minimum Hardware Specifications and Checklist for the Municity Kick-Off.

Kick-Off and Workbook Delivery Meeting

The Kickoff meeting is a forum for the review of the signed contract including components, consultation and training time with the Project Stake holders. This meeting is an opportunity for the customer to get clarification on the products and processes that will be implemented during the project. The Project Manager will also confirm customer information and expectations and discuss a tentative implementation schedule.

Workbook Delivery Meeting

The Workbook Delivery Meeting will happen onsite or remotely. During the meeting, a Municity trainer will review all department processes and workflows with Project Stake Holders. This can include discussions surrounding permit issuance, inspections, complaints and violations, and is also an opportunity to review data and documentation from existing systems.

Following this meeting the Project Manager or Municity Trainer, documents and distributes details of the discussion and requests confirmation of the schedule.

System Setup and Follow-Up Communications

Following the kick-off and workbook delivery meeting, the Project Manager will take the information and data received to being configuration of the Municity System. Meanwhile, he or she will stay in contact with the customer to confirm scheduling timelines and provide support as needed. The Project Manager will also provide the customer a spreadsheet for listing Municity users and their permissions in preparation for installer's setup of users in the Municity system.

As configuration continues, the Project Manager will be in contact with Project Stakeholders to schedule and hold remote meetings to review and confirm processes and workflows.

Training and Installation Agenda
Two to three weeks prior to any scheduled installs or Training, the customer will receive an email reminder including a list of outstanding items to be completed prior to that date. Attached to the email will be a formal Agenda document which includes a detailed scheduled of the training and install as well full descriptions of all the training sessions.

Once this is sent a meeting will be scheduled to review the onsite agenda in detail and go over any questions the customer may have.

Additional Services
From time-to-time projects require additional Project Management efforts to ensure the quality and satisfaction of the customer experience.

Customizing your Project Experience
When a customer has unique constraints that challenge a standard installation protocol, the Project Manager will provide guidance using our experience with Municity and Municity installations to help address these concerns. Recommendations may include strategies for grouping users for training, discussion/review of proposed processes and workflows, or other consultation.

ANNUAL SERVICE AND SUPPORT

The annual service and support agreement provides the City of Newburgh with service and support on the Municity System. This includes advice for procedural questions, configuration updates, regular software updates and software fixes for problems encountered.

As part of this purchase, the City of Newburgh agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

Security and Compliance
Municity inherits best practices of security policies, architecture and operations processes of its underlying platform, which is continuously audited, meets requirements for numerous compliance programs, and benefits from accredited certifications. Periodic Trustwave vulnerability scans ensure PCI compliance of financial platforms. All sites are certificate secured, and web traffic is protected by SSL encryption.

Prevention and Detection
Automated assessments improve the security and compliance of Municity applications. Servers are hardened based on recommendations from industry standard CIS security benchmarks, known vulnerabilities and exposures, runtime behavior analysis, and security best practices. Network traffic is actively monitored for security risks, immediate notifications are provided in case of suspected malicious or unauthorized behavior.

Storage and Recovery
Customer data is secured in a private network, and databases backed up and stored remotely in multiple regions. Data access is secured by IAM best practices.

SAMPLE IMPLEMENTATION SCHEDULE

*Dates not provided as they will be coordinated with Client in initial Kick-Off meeting

		Estimated Implementation Timeline	
		Task	Responsible Party
1		**Initial Contact**	
	1.1	Customer Introduction Letter	General Code
	1.2	Initial Kick-off meeting - Introduce General Code Team - Explain Overall Project time line - Identify Customer Stakeholders and their Roles - Review Project Phases - Review Format and Frequency for Project Status reports - Review Format for Meeting Minutes	General Code and Customer
	1.3	Project Governance - Key project stakeholders will meet to review and confirm overall project schedule and develop a solution implementation plan	General Code and Customer
		Phase 1 - Parcel Management	
2		**Kickoff and Data collection -**	
	2.1	Project Phase Kick-off meeting - Identify Subject Matter Experts - Review project phase schedule - Define Roles and Responsibilities for Phase - Review customer initial data and requirements that must be gathered - Review Municity Workbook Structure	General Code and Customer
	2.2	Information Gathering: - Collect required documentation related to project phase processes - Consolidate Legacy Data - Identify and Document Processes that will be part of Municity Implementation - Each Department Completes relevant portions of Municity Workbook	Customer
	2.3	Process Review Meetings - Meet with each Subject Matter Expert to review their current process and their requirements - Review workbook spreadsheet and define data needed from subject matter expert - Duration will vary depending on number of Subject Matter Experts in the phase	General Code and Customer
	2.4	Workbook Review - Review all collected data and consolidate data - Identify additional information needed - Define and write up users stories and requirements - Assign Due Dates for Customer to return needed information	General Code
	2.5	Review Requirements documentation with Customer - Requirements documentation provided to Customer prior to meeting - Team reviews documentation and Customer provides feed back	General Code and Customer
	2.6	Requirements Reviewed and Signed-off - Customer reviews, updates and signs off on requirements	Customer
	2.6	Issues and Sprints - Customer requirements are converted to issues and sprints are scheduled for configuration	General Code
			Contingincy time incase tasks need to be revisited
3		**Base Configuration and Data Conversion**	
	3.1	Creation of Customer Site and Database Configuration	General Code
	3.2	Parcel and Assessment Data Import	General Code
	3.3	Parcel Management Configuration	General Code
	3.4	Initial Testing	General Code

4 Data Review

4.1	Data Review Meeting - Project Team meets every week to review configuration - Customer Provides Feedback on system configuration - General Code Makes updates until system meets requirements - Testing scripts are written up based on customer processes	General Code and Customer
4.2	Customer Testing Scripts - scripts are shared with Customer SME's for Review and completion	Customer
4.3	Testing Review Meeting - Meet to discuss results of testing	General Code and Customer
4.4	Corrections and Additional Configuration based on feed back	General Code
4.5	Final Testing Meeting and Sign Off - Final process walk through - Final Release is agreed too - Go-live and training dates are confirmed	General Code and Customer
		Contingincy time incase tasks need to be revisited

5 Testing and Documentation

5.1	Training Team Creates Custom Documentation for Training Classes Additional System Testing and Load Testing Completed	General Code
		Contingincy time incase tasks need to be revisited

6 Training and Go-Live

6.1	Classroom Training Sessions	General Code and Customer
6.2	Data Refresh - new copy of parcel data and other needed legacy data to be sent to GC - reimport of data by GC	General Code
6.3	System Live and In Use	
6.4	One on One Follow-Up Training	General Code and Customer
6.5	Go-Live Support - Check-in with each department to see if there are issues or if additional training is needed - Issue/Enhancement tracking started	General Code and Customer

7 Final Implementation & Post Support

7.1	Project Team Support - Customer is notified that PM is primary Point of Contact for next 20 days - PM Checks in weekly to review Issues/ Enhancements Spreadsheet	General Code and Customer
7.2	Internal GC Internal Transition to helpdesk - Meet with helpdesk to review final build	General Code
7.3	Customer Transition to helpdesk - Final PM meeting for phase - Customer is introduced to help desk and notified that they are primary point of Contact - review next steps for any outstanding items - Confirm Phase Requirements met and close phase	General Code and Customer

		Phase 2 - Online Constituent Portal	
8		**Kickoff and Data collection -**	
	8.1	Information Gathering: - Collect required documentation related to project phase processes - Identify and Document Processes that will be part of Municity Implementation - Each Department Completes relevant portions of Municity Workbook	Customer
	8.2	Workbook Review Meeting - Review all collected data and consolidate data - Identify additional information needed - Define and write up users stories and requirements - Assign Due Dates for Customer to return needed information	General Code
	8.3	Review Requirements documentation with Customer - Requirements documentation provide to Customer prior to meeting - Team reviews documentation and Customer provides feed back	General Code and Customer
	8.4	Requirements Reviewed and Signed-off - Customer reviews, updates and signs off on requirements	Customer
	8.5	Issues and Sprints - Customer requirements are converted to issues and sprints are scheduled for configuration	General Code
9		**Base Configuration and Data Conversion**	
	9.1	Online Portal Configuration	General Code
	9.2	Initial Testing	General Code
10		**Data Review**	
	10.1	Data Review Meeting - Project Team meets every week to review configuration - Customer Provides Feedback on system configuration - General Code Makes updates until system meets requirements - Testing scripts are written up based on customer processes	General Code and Customer
	10.2	Customer Testing Scripts - scripts are shared with Customer SME's for Review and completion	General Code
	10.3	Testing Review Meeting - Meet to discuss results of testing	General Code and Customer
	10.4	Corrections and Additional Configuration based on feed back	General Code
	10.5	Final Testing Meeting and Sign Off - Final process walk through - Final Release is agreed too - Go-live and training dates are confirmed	General Code and Customer
11		**Testing and Documentation**	
	11.1	Training Team Creates Custom Documenation for Training Classes	General Code
	11.2	Additional System Testing and Load Testing Completed	General Code
12		**Training and Go-Live**	
	12.1	Remote Training	General Code and Customer
	12.2	System Announced and in Use	Customer
	12.3	Go-Live Support - Check-in with each department to see if there are issues or if additional training is needed	General Code

ANNUAL SERVICE AND SUPPORT

The annual service and support agreement provides the City of Newburgh's with service and support on the Municity System. This includes advice for procedural questions, configuration updates, regular software updates and software fixes for problems encountered.

As part of this purchase, the City of Newburgh agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

Security and Compliance
Municity inherits best practices of security policies, architecture and operations processes of its underlying platform, which is continuously audited, meets requirements for numerous compliance programs, and benefits from accredited certifications. Periodic Trustwave vulnerability scans ensure PCI compliance of financial platforms. All sites are certificate secured, and web traffic is protected by SSL encryption.

Prevention and Detection
Automated assessments improve the security and compliance of Municity applications. Servers are hardened based on recommendations from industry standard CIS security benchmarks, known vulnerabilities and exposures, runtime behavior analysis, and security best practices. Network traffic is actively monitored for security risks, immediate notifications are provided in case of suspected malicious or unauthorized behavior.

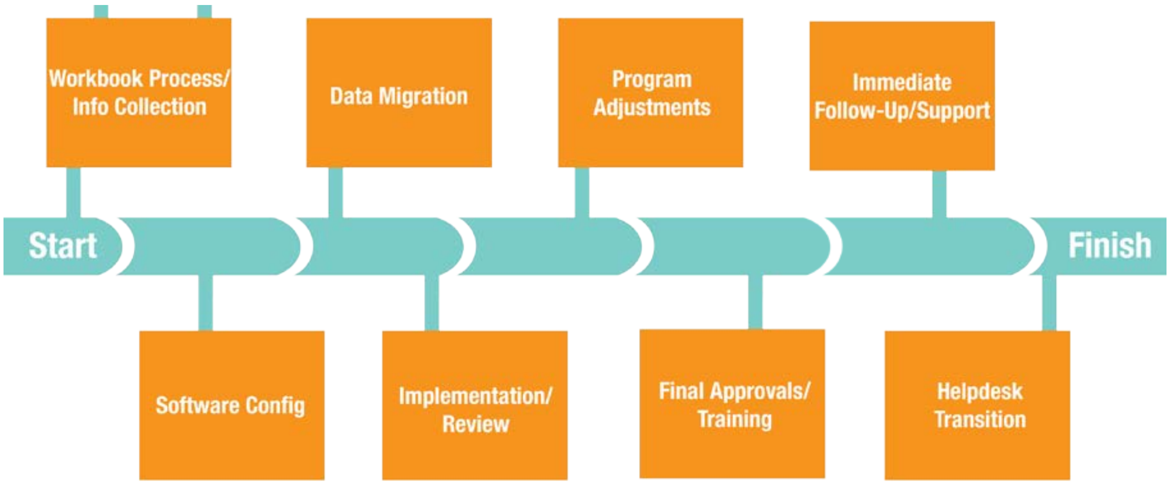
Storage and Recovery
Customer data is secured in a private network, and databases backed up and stored remotely in multiple regions. Data access is secured by IAM best practices.

The Importance of the Customer's Involvement in successful implementation

It is imperative that there be buy in from all parties involved within the project in order for it to be successful. Please review the following considerations:

- Commitment from Management for Change and managing resistance
- Senior Project Manager assignment from Customer – single point of contact
- Supervisors' role in learning and becoming inside expert to support users
- Clarity relating to desired integrations and their functionality
- Access to all relevant data for incorporation early in the process
- Commitment to schedules and timelines

SAMPLE IMPLEMENTATION TIMELINE



Additional annual service and support program details are described in Appendix B.

INVESTMENT DETAIL & OPTIONS

Prices noted for setup, configuration, training, and other services are valid for 6 months from the date of this proposal.

Line Item Description	First Year Price	Annual Recurring
Municity 5 / Web-hosted Subscription Annual Core Municity5 Site Subscription	$22,000	$22,000
Installation and Training	$54,785	
Annual Core Municity5 Connect Site Subscription	$6,250	$6,250
Annual Core Municity5 DPW Site Subscription	$2,500	$2,500
Annual Core Municity5 Mobile Subscription – 10 User	$1,250	$1,250
Integrations: Optional Listing Below	Optional	Optional
Configurations – None scoped		
Data Migration (Up to 40 hours – BAS Conversion)	$6,000	
Total Annual Subscription Price	**$92,785**	**$32,000**

Optional Integrations:

- LF Integration $1,500.00 with annual support of $175.00
- KVS – Able to export financial transactions out of Municity, which can then be imported into KVS (Est $3,500.00 plus $700.00 annual support)
- Building Blocks – Able to export data from Municity as a .csv file, which can be imported into Building Blocks (Est $3,500.00 plus $700.00 annual support)
- FireHouse – Pulls inspections from FireHouse daily and imports them into Municity (Est $3,500.00 plus $700.00 annual support)

Note – does not include additional integrations with 3rd party applications or Data Migrations.

*****Further note that Municity works with the current RPS setup but will need to be retooled when New York State moves to the new Tyler-based RPS which is slated to be coming sometime later this year. Please also note that there may be additional charges for implementation of that changeover but that it is impossible to determine what that will be until we know more about the new system.***

The base Municity subscription license charges support the following:

- Annual Software subscription – this is the actual cost of the software license itself and is an annual recurring expense.
- Hosting – This covers the cost of providing the software in the Cloud and is an annual recurring expense.
- System access – The Municity subscription pricing includes unlimited user access. There may be normal added expenses for adding users or departments to the system for set up and training but there is no additional charge for adding users (Does not include Mobile access which is user license based).
- General Code/Helpdesk – General Code provides Helpdesk support to users and admin managers on a daily basis. This covers the extensive ongoing support that the customer receives while on subscription.

1. Adjustments to Performance Schedule; Delays.

Adjustments to Schedule*.* Upon the mutual consent of the Municipality and General Code, the “Performance Schedule” may be changed or extended as provided under “Delays” below.

Delays. Client must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay. General Code may require a payment of 50% of the balance due under specific Milestone(s) impacted for any delay on Client’s part with a duration of more than one calendar week. This clause shall not apply in case of force majeure.”

AUTHORIZATION & AGREEMENT

The **City of Newburgh, New York** hereby agrees to the procedures outlined above, to General Code's Terms and Conditions which are available at http://cms.generalcode.com/terms-conditions, and authorizes General Code to proceed with the project.

Year 2 forward: $32,000

PAYMENT SCHEDULE

Phase I

$27,875	Shall be invoiced upon site license activation

Phase II

$9,957	Invoiced upon Workbook Completion
$15,957	Invoiced upon Data Migration and software configurations have been reviewed with customer
$12,696	Invoiced upon Revisions/finalizations of software configurations
$4,000	Invoiced upon Integration functionality
$9,957	Invoiced upon Training - 4 consecutive days on site
$4,479	Invoiced upon transition to Help Desk

Phase III

$7,864	Invoiced upon Connect Deployment with 1 day remote training

Estimated Municity Base Solution (First Year Costs):		$92,785
Optional Component(s), if offered and selected:	+	$
Estimated Total Investment:		$

CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

By: ________________________________

Title: ______________________________

Date: ______________________________

GENERAL CODE, CMS, LLC

By: ________________________________

Title: ______________________________

Date: ______________________________

1. ***Sign the Proposal***
2. ***Fax or email the Authorization & Agreement Section only to: Sales@generalcode.com ● fax (585) 328-8189***
3. ***Mail the signed Proposal to General Code at: 781 Elmgrove Road ● Rochester, NY 14624***

General Code will then sign and mail a copy of this agreement back to the Municipality for its records.

APPENDIX A - MUNICITY™ RECOMMENDED MINIMUM SPECIFICATIONS

Workstations:

Processor	Intel i3 2.7ghz or better
Operating System	Windows 7, 8, 8.1, 10 (32 or 64 bit)
Optimal Browser	Chrome v.59+
Hard Drives	5 GB of free disk space for software an temporary files
RAM	Minimum 4 GB
Monitor	Minimum 17" monitor recommended for optimal viewing
Internet Access	Program is web-based. Support is handled online. Internet access and ability to access via GoToAssist required on all workstations.

Mobile Device (if applicable):

General	Android, iOS, Windows enabled device Mobile can be used in offline mode Camera recommended for taking photos in the field Recommended 8 inch screen

Network Recommendations:

General	There is a confirmed interference with some antiviruses that check every network call before allowing it to be sent through the browser. White-list all of the Municity domains in your firewalls/router/antivirus. *.Municity5.com/* *.MunicityMedia.com/* *.MunicityReports.com/*

Remote Access:

The client agrees to allow remote access to its desktop systems with a minimum of broadband Internet connection. High-speed Internet connectivity is preferred. Support will be provided utilizing software such as GoToMeeting or GoToAssist.

APPENDIX B – MUNICITY PARCEL MANAGEMENT SAAS ASSURANCE PLAN PROGRAM DETAILS

Included in your MSAP (Municity Subscription Assurance Plan) are the following services:

Help Desk Support

Procedural or Technical Questions may be addressed to the Municity Help Desk by either calling General Code's toll-free number (855-436-5500) or by submitting them to the Municity Help Desk via e-mail (MunicitySupport@generalcode.com). The Municity Help Desk is available 8 a.m. - 5 p.m. EST Monday - Friday.

General Code will acknowledge any questions phoned or e-mailed into the Help Desk within eight (8) business hours. General Code will attempt to address the issue as quickly as possible. In cases where the issue is not able to be resolved during the initial review, the Help Desk technician will issue a Case number to the customer for future reference. The Case number is used to track the issue in our internal problem tracking system. In some instances, it may be necessary to escalate the issue to the software manufacturer for assistance. In those cases, General Code will act as the mediator with the manufacturer to attempt to get the issue resolved as quickly as possible.

Method of Support

General Code provides its Help Desk support remotely via the internet utilizing web browser tools such as GoToAssist. The customer agrees to provide remote internet access to their client workstation(s) as needed. Broadband internet connectivity at the customer site is preferred, but a minimum of a 56kb modem is required.

Training

Basic procedural questions will be addressed by the Help Desk as outlined above. New user training or existing user Refresher training on the use of Municity is the responsibility of the customer. Training services may be contracted through General Code at an additional fee.

Customer's Obligation

In order to participate in the MSAP program, the Customer is required:

- To issue a purchase order for or complete payment on an invoice for the annual MSAP.
- To contact General Code ***prior*** to implementing significant network changes that have the potential to impact the Municity system. Some examples would be operating system changes on the PC, replacement of existing PCs or server(s), and changes in network configurations.
- To have Internet access on all workstations where the Municity client is configured and be willing to allow our Support Technicians remote access to the Customer's Municity system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address.
- To describe technical issues completely in order to provide General Code's Help Desk staff sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

APPENDIX C – MUNICITY TRAINING SAMPLE

Building Department

- Introduction to Municity
  Parcel search
  Parcel data review
  Occupants

- Application to Certificate process
  Creating an application
  Assigning tasks
  Converting an application to a permit
  Managing contacts
  Assigning tasks
  Overview of inspections
  Collecting fees
  Print permit
  Converting a Permit to a Certificate
  Print certificate
  Reports

- Inspection process
  Introduction to Municity
  Search for a parcel
  Parcel information review
  Schedule an inspection
  Review of Inspection Calendar
  Recording inspection results
  Inspection checklists
  Attaching documents and pictures
  Print schedule and any associated inspection letters

- Complaint Process
  Search for a parcel
  Parcel information review
  Creating a new complaint
  Scheduling an inspection
  Violations
  On-line code
  Summons/Appearance Ticket
  Court Appearances
  Attaching documents and pictures
  Managing the calendar
  Reports

Fire Safety

- Managing fire inspections
  Introduction to Municity
  Search for a parcel
  Parcel information review
  Occupants
  Inventory
  Occupancy
  Interval inspections
  Operating permits
  Collect fees
  Creating a fire complaint
  Console – fire inspections
  Attaching documents and pictures
  Print inspection documents
  Reports

Planning Department

- Planning project
  Creating a project
  Adding parcels
  Project dates
  Managing contacts
  Project tasks
  Template overview
  Predecessors
  Financials
  Fees
  Escrows
  Bonds
  Meeting management
  Attaching documents and pictures
  Reports

Zoning Department

- ❖ Zoning application
  - Creating an application
  - Zoning dates
  - Managing contacts
  - Tasks
  - Template overview
  - Predecessors
  - Financials
  - Fees
  - Escrows
  - Bonds
  - Meeting management
  - Attaching documents and pictures
  - Denied Building Permits
  - Reports

Municity Mobile

- ❖ Inspection process
  - Reading/understanding calendar and schedule view
  - Opening and editing inspection
  - Recording results and pass/failing inspection
  - Scheduling inspections
  - Reviewing Permit/Complaint/Parcel
  - Print and email results
  - Taking and saving pictures
- ❖ Searching
  - Search parameters
  - Map view
  - Review of parcel data
- ❖ Complaints/Work Orders
  - Entering required fields
  - Associating items with a parcel

Municity 5 GIS

- ❖ Overview of features
  - Searching for parcels
  - Toggling/stacking GIS layers and editing transparency
  - Creating abutter notices/printouts
  - Viewing permits/code enforcement on map
  - Drawing polygons
  - Printing maps

Municity Connect

- ❖ Resident functions
  - Searching for and reviewing parcel information
  - Requesting an inspection
  - Apply and pay for a permit
  - Printing and emailing permit document
- ❖ Administrative tools
  - Reports
  - Approval of permits
  - Flexibility of permit process

Read Only Users

- ❖ Overview of Municity (for read only users)
  - Introduction to Municity
  - Search for a parcel
  - Parcel information review
  - Review of other data available in Municity

APPENDIX D – REFERENCES AND TEAM INFORMATION

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	City of Schenectady
• Company Address	105 Jay Street, Schenectady, NY 12305
• Contact Name and Position	Lisa Adamyk, Principal Audit Clerk
• Phone Number	518-382-5199, x5357
• Email Address	LAdamyk@schenectadyny.gov
• Contact Name and Position	John Coluccio, Signal Superintendent
• Phone Number	518-382-5065
• Email Address	JColuccio@schenectadyny.gov
• Website Address (if available)	http://www.cityofschenectady.com
Demographic Information	
• Company/Organization Size	80 Users
• Solutions/Systems Installed, Installation Timeframe and Sequence	Municity 5
• Dates(s) Solution/System Installed	2019

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	City of Greenfield
• Contact Name and Position	Mark Snow, Fire/Building/Zoning Inspector & Code Officer
• Company Address	14 Court Square, Greenfield, MA 01301
• Phone Number	413-772-1404
• Email Address	mark.snow@greenfield-ma.gov
• Website Address (if available)	https://greenfield-ma.gov/
• Company/Organization Size	33 users
• Solutions/Systems Installed, Implementation Timeframe and Sequence	Municity 5, Mobile inspectors, Municity Connect
• Dates(s) Solution/System Installed	2019

CUSTOMER REFERENCE INFORMATION	
Customer Information	
• Company/Organization Name	City of Auburn
• Contact Name and Position	Jennifer Haines, Director Planning & Economic Development
• Company Address	Memorial Cty Hall, 24 South St, Auburn, NY 13021
• Phone Number	315-255-4146
• Email Address	jhaines@auburnny.gov
• Website Address (if available)	https://www.auburnny.gov/
• Company/Organization Size	35 users
• Solutions/Systems Installed, Implementation Timeframe and Sequence	Municity 5, Mobile, Municity Connect
• Dates(s) Solution/System Installed	2019

ABOUT GENERAL CODE

Serving the needs of local government for over 55 years, General Code, LLC has provided a variety of products and services to more than 3,000 clients throughout the United States, including the Municity™ Integrated Parcel Management Suite. Our staff has developed, implemented and maintained many projects for various local governments, ranging from small towns and villages to major cities and counties.

On November 16, 2017 it was announced that General Code, LLC became a wholly-owned subsidiary of the International Code Council (ICC). The decision to bring these complementary organizations together was based on the desire to deliver a broader set of digital solutions for ICC members.

“This acquisition of General Code will provide a perfect complement to our product and service portfolio,” said Code Council Chief Executive Officer Dominic Sims, CBO. “We are strategically aligned with similar missions and goals, focused on safety and serving our members and customers.”

TEAM STRUCTURE / ORGANIZATIONAL CHART

General Code will provide a Project Manager as a single point of contact for the Municity project. This will ensure consistency across the projects, and direct access for question resolution, project status updates, change order requests and issue escalation. In addition, General Code will assign various specialists across the duration of the project based on expertise needed and schedule.

During Consultation and Project Planning, the General Code team will discuss process needs, system requirements, make technical recommendations and answer questions. Finally, the Project Manager will work with the Muni Type Project Manager and Team to set schedules, identify users and security and set a tentative timeline for the Implementation.

Training of IT staff and End-Users will be performed by General Code’s Installer/Trainer(s). These individuals will work with groups of end-users to train them on various aspects of the Municity system.

APPENDIX E – ASSUMPTIONS

General Assumptions

- All parties will act in good faith to configure, implement, train and execute the proposed solution.
- During the duration of the project, team members may change. General Code, our Solution Partners and the City will endeavor to replace individuals in an expeditious manner with other individuals capable of resuming the role responsibilities.
- To minimize software customizations and project delays, legacy processes may be modified to work with the proposed solution. City and Solution providers will work cooperatively to reach mutually agreeable process alternatives to work within the configurable capabilities of the products.
- The City will complete all Process Discovery documents provided by General Code.

Staffing Assumptions

- The City will assign City Executive Project Sponsors to champion the project and provide leadership and guidance to the project.
- The City will designate a City Project Manager for the purposes of working with General Code's Project Manager and our Solution Partner's Project Managers to coordinate the project.
- The City will designate City Department Executives to provide strategic decision making and support for the project.
- The City will identify and make available Subject Matter Experts (SMEs) for all departments/groups that will be affected by the project in order to provide expertise in department/group needs and processes.
- The City will designate an internal IT Technical lead for providing technical oversight and strategic decision making.
- The City will provide Technical Analysts for the collection of data to use in conversions and evaluation of deliverables.
- The City will provide Technical Developers for day-to-day technical support of the project.
- All individuals designated by the City to act as leaders for this project will have this project identified as a priority and have time allocated to meet and accomplish project tasks.
- Individuals designated by the City to act as leaders for this project will have authority to make decisions within their area of expertise/influence.
- Individuals designated by the City to act as SMEs will be knowledgeable to represent their functional area requirements or be able to identify and retrieve requested process information.
- Individuals will be available to participate in multiple project segments, if necessary, to represent their department/group.

Technical Assumptions

- The City will ensure all end-user workstations are on a Windows 10 platform and internet access via Google Chrome.
- General Code and our Solution Partners will be provided access to the City's systems for the purposes of data collection/retrieval, software installation, or other project related work.

Communication Assumptions

- The City will provide avenues for end-users and constituents to be made aware of the technology upgrade project, goals and timelines.
- The City will identify individual stakeholders for the project/project segment so that they can be identified for training and change management efforts.
- Individuals will access the Project Library to obtain minutes and project information to ensure consistent understanding of project status.

Data Assumptions

- The City will be responsible for cleansing historical data to be used as the basis for the new System (e.g., invalid date values entered in Date fields, letters entered in Numeric fields, etc.).
- The City will identify alternatives for accessing information that will be not be migrated into the new system.
- The City will provide resources to review converted data in the solution and validate its correctness.
- The City will provide all legacy data to General Code so that conversion can be performed.
- Legacy data will be provided in a format that is usable for General Code (ODBC-compliant data source and/or delimited text file with unique primary key fields).

Training Assumptions

- The City will provide training facilities with projector or large screen monitor with seating to accommodate 20 or more individuals.
- At a minimum, all end-users will be made available to attend training for their functional area(s).

Addendum F General Code Terms & Conditions

GENERAL CODE, CMS, LLC CONTENT MANAGEMENT SOLUTIONS

These Terms and Conditions, together with General Code, CMS, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee (Client) and General Code, CMS, LLC (General Code)

1. Definitions

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined throughout these Terms and Conditions.

A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.

B. "Services" means the services provided by General Code or its vendors pursuant to this agreement.

C. "Software" means the software product or products delivered to Client pursuant to this agreement.

2. Responsibility of General Code

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, General Code shall correct errors found either by the Client or General Code. See "Warranties; Limitations" for General Code's liability for all services.

3. Responsibility of Client

The Client shall be responsible for the correctness and accuracy of the information it supplies to General Code, for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the budget to pay General Code for services, and for the prompt payment of invoices. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. General Code shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the manner reasonably prescribed by General Code in connection with the Software and Services provided under these Terms and Conditions. Client shall advise General Code of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. General Code has no control over those sites, and General Code and its suppliers are not responsible for any use of such sites or content on them.

4. Protection of Confidential Information

During the time this agreement is in effect, both the Client and General Code may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers, business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked "Confidential" or "Proprietary," will be considered by officials of the Client and by General Code and General Code's employees as proprietary and confidential. Both the Client and General Code will use reasonable efforts to protect the confidentiality of the other's Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information, and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this agreement.

5. Adjustments to Performance Schedule; Delays

A. Adjustments to Schedule. Upon the mutual consent of the Client and General Code, the "Implementation Schedule," after initial dates have been mutually agreed to by the Parties, may be changed or extended as provided under "Changes" below.

B. Delays. Client must notify General Code, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that Client believes may delay the delivery of services or deliverables by longer than 14 calendar days. Such notification must identify the reason for the delay, as well as the anticipated period of delay.

C. Unauthorized Delays. In the event of any delay on the part of the Client as set forth in paragraph 5(B), General Code may impose a delay charge equal to the hourly rate of the technicians working on that portion of the Implementation Schedule times the number of business hours lost due to said delay, upon providing notice thereof to the Client. A "delay" for purposes of this paragraph shall mean any delay not authorized by both General Code and the Client.

6. Variations from Standard Methods or Procedures

Variations from General Code's standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. General Code provide its standard methods or procedures upon request, and will accommodate such variations wherever possible, with any additional charges for such variations, as determined by General Code and approved by the Client, to be paid by the Client.

7. Additional Products and Services

As part of this Agreement, the Client may choose to purchase additional products or services offered by General Code CMS, including but not limited to consulting, document management software, plan review software, 311 Call Center Software and electronic forms. Purchase of additional services may be subject to "Changes" below, or may require a new Agreement, dependent upon the type of product or service purchased.

8. Payment Terms

A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Client may choose to pay in advance of Payment Schedule for products and services provided in this agreement, if so desired. In such a case, General Code shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for up to 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, General Code will contact the Client regarding disposition of said funds.

B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 45 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. General Code reserves the right to issue progress billings for services that span several months.

C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, General Code reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears.

9. Software

A. General Code will make the Software available for Client's use during the term of this agreement on Client's computer systems that meet the General Code System Recommendations for the Software, as specified in General Code's proposal. General Code will provide Client with access to the latest General Code supported version of the Software via the Internet from Software Consulting Associates of Red Hook, NY

B. Any General Code Software delivered to Client pursuant to this Agreement and any Software to be developed by General Code pursuant to this Agreement remains the property of General Code. General Code hereby grants Client a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty- free right and license to use the Software solely as an integrated part of the solutions provided by General Code pursuant to this Agreement. The Software is copyrighted and proprietary in nature, and is being licensed, not sold to Client. Client shall respect such proprietary rights and shall not use the Software except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Software, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Software available to any third party, in whole or in part, in whatever form. Client shall hold the Software in confidence, using the same precautions and degree of care it uses to protect its own confidential information, but in no case less than due care. Client agrees that it shall not assign or transfer the Software or any right or license granted herein with respect to the Software. General Code shall have the right to terminate all rights and licenses granted to Client with respect to the Software immediately upon notice to Client if Client breaches this Section. In the event of such termination, all rights of Client with respect to the Software shall terminate and automatically revert to General Code and Client shall forthwith discontinue all use of the Software, delete the Software from Client's computers, and return to General Code all copies of the Software and all related materials in Client's possession or control.

C. **ALL SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GENERAL CODE HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. GENERAL CODE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE BY CLIENT, OF LACK OF VIRUSES, OF ACCURACY OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT.**

9. Support

If this agreement includes support, General Code will provide online, telephone and e-mail support to Client as follows: General Code Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.

10. Intellectual Property Rights

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with General Code and its third-party vendors. The Software contains trade secret and proprietary information owned by General Code or its third-party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to General Code a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

11. Other Restrictions

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of General Code's suppliers.

12. Indemnification

A. Client hereby agrees to indemnify, defend and hold General Code harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by General Code in connection with any claim arising out of or relating to:

   i. Client's use of the Software or Services;

   ii. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client, where such use causes material harm to General Code;

   iii. The content, the quality, or the performance of Client Content;

   iv. Client's connection to the Services;

   v. Client's violation of this agreement; or

vi. Client's violation of the rights of any other person or entity.

B. General Code shall defend Client against any claim, demand, suit, or proceeding made or brought against Client by a third party alleging that the use of the Software as permitted hereunder infringes or misappropriates the registered copyrights or issued patents of a third party, and shall indemnify Client for any damages finally awarded against, and for reasonable attorney's fees incurred by Client in connection with any such claim; provided, that (i) General Code is provided written notice of the Claim within 20 days of Client's receipt of same, (ii) General Code is allowed, at its own expense, to control the defense of such Claim, (iii) Client gives General Code all information and assistance reasonably necessary to defend such Claim, and (iv) Client does not enter into any settlement of such Claim without General Code's prior written consent. In the event that an injunction is issued against Client's use of the Software, General Code, at its option and expense, do one of the following: (i) procure the right to continue using the Software or such affected portions; or (ii) replace or modify the Software or such affected portions, with noninfringing alternatives that reasonably accommodate Client's needs with respect to the original replaced or modified portion.

13. Term and Termination

A. Unless otherwise specific in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at General Code's then-current price.

B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.

C. Upon termination, all work prepared by General Code shall, at the option of the Client, become its property, and General Code shall be entitled to receive just and equitable compensation for all services performed.

D. Should Client terminate this Agreement in accordance with the terms provided herein, General Code shall make good faith efforts to make its information, data, and expertise available to Client's successor vendor in order to assure a timely and orderly migration of data to the successor vendor, provided that nothing herein shall require General Code to provide any confidential or proprietary information or data.

E. Section 4, 9, 10 and 14 through 28 shall survive any expiration or termination of this agreement.

14. Warranties; Limitations

A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.

B. GENERAL CODE DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. GENERAL CODE'S WARRANTY OBLIGATIONS AND THE CLIENT'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

C. The limitations and protections against liability afforded General Code herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this agreement. General Code shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.

D. No action may be maintained or proceeding commenced by the Client or others against General Code with respect to services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

E. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. Responsibility of Client's Counsel

In conjunction with the services rendered by General Code and the work of the Client and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and General Code to the

Client's counsel. At the request of the Client or its counsel, General Code shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

16. Client Primary Contact

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom General Code should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to General Code and to the Client, restoration of data, and other configuration changes.

17. System Monitoring

General Code will not systematically monitor Client Content, but General Code reserves the right to review Client Content from time to time at its discretion. General Code reserves the right to require Client to delete any Client Content which General Code determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive. General Code also reserves the right to monitor, the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

18. Changes

The Client may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Client has signed and returned the Change Order.

19. Notices

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid, as follows:

If to General Code:

General Code
attn: Daniel S. Foster
781 Elmgrove Road
Rochester, NY 14624

If to Client:

City of Newburgh
attn.: IT Manager
123 Grand Street
Newburgh, NY 12550

with a copy to:

City of Newburgh
attn.: Office of the Corporation Counsel
83 Broadway, 2nd floor
Newburgh, NY 12550

20. Force Majeure

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an “event”), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

21. Disclaimer of Association

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

22. No Waiver

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

23. Severability of Provisions

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

24. Entire Agreement

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

25. Dispute Resolution

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

26. Governing Law; Jurisdiction

This agreement is governed by the laws of New York, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in Orange County, State of New York with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

27. Counterparts; Signatures

This Agreement may be executed in two or more counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

28. No Assignment

This Agreement may not be assigned by either party without express written consent of the other party.

RESOLUTION NO.: 91 - 2020

OF

APRIL 13, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 53 SOUTH ROBINSON AVENUE (SECTION 38, BLOCK 6, LOT 1) AT PRIVATE SALE TO KAYLA MICHELLE DELEON LARA FOR THE AMOUNT OF $50,000.00

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 53 South Robinson Avenue, being more accurately described as Section 38, Block 6, Lot 1 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 purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before July 17, 2020, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
53 South Robinson Avenue	38 – 6 – 1	Kayla Michelle Deleon Lara	$50,000.00

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
53 South Robinson Avenue, City of Newburgh
(SBL: 38-6-1)

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 **2019-2020**, 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 **2019-2020**, 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 **$5,000.00** 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: ___________________________

____

KAYLA MICHELLE DELEON LARA

Proposal Form

Contact Information:

Name: kayla michelle deleon lara
Business Name (If Applicable): ____
Address: 103 valley view dr
City, State & Zip: Newburgh ny 12550
Home phone: 9174701122
Business Phone: 9174701122
Mobile Phone: 9174701122
E-mail: kmdl2199@gmail.com
Federal I.D. No. (If Applicable): ____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes___ No_X_

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ____ (attach explanation) No ____ N/A _X_ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ____No____ N/A _X_ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: ____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.):____

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes ____ No ___ (attach explanation) N/A _X_ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified ____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes____ (attach explanation) No ___ N/A _X_ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified ____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ____ (attach explanation) No _X_

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 53 South Robinson Avenue

S-B-L#: 38 - 6 - 1

Type of Project:

_X_ Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

____ Mixed Use (Commercial & Residential - # of Residential Units ___)

For the property types listed above, will it be occupied by the purchaser: Yes_X_ No___

____ Commercial   ____ Industrial

____ Vacant Land (Proposed Use: ____________________)

Offer Purchase Price: $ 50000
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes_X_ No____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 49000

Who will be doing the work?   _X_ Self   ___Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: ____________________
Architect: ____________________
Engineer: ____________________

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing:
- _X_ Personal Financial Statement
- ___ Letter from Lender/Investor
- ___ Personal or Business Bank Statement
- ___ Evidence of project funding
- ___ Developers should provide three years financial statements

What You Should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes____ No_X_

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

DocuSigned by:
kayla michelle deleon lara
0CD0CF75CA76478...

Signature | Date

kayla michelle deleon lara

Print Name

3/21/2020

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

Cross Property Agent Full w Tabs

Listing

MLS#:	5033963 *Active*			List Price:	$59,900
Addr:	53 S Robinson Avenue				
PO:	Newburgh			Orange County	
City/Town:	Newburgh City			Zip:	12550-5406
Village:	None			Hamlet/Loc.:	
Street Type:				Avail 4/Lease:	No
P Type:	Single Family			Type:	Detached
Sub/Devel:				55+ Comm:	No
Beds:	4	SqFt:	1,232	Acre(s):	0.0964
Baths:	1 (1 0)	Rooms:	7	Levels:	2.00
Style:	Two Story			Model:	
Wtr Access:		PUD:		Builders Lot #:	
Sch Dist:	Newburgh			Elem:	Magnet
Jr High:	Magnet			High:	NFA

Recent:	03/16/2020 : BOM : P->A	LSC:	Back On Market	Last Ext:	EXT
Basement:	Full	Attic:	None	Fireplaces:	
Addl Fees:	No	Yr Blt:	1925/Estimated	Yr Reno:	
Addl Fee Des:		Cnstrctn:	Frame		

Tax ID#:	331100.038.000-0006-001.000/0000	Tax:	$5,015	Tax Year:	2019(Municipality)
Taxes Include:		Assmt:	$101,000	Monthly HOA:	
Avail Financing:		HOA$ Inc:			

Amenities:			
Includes:			
Excludes:			
Parking:	Detached	Elec Co:	
Heat Zones/Type:	Hot Water, Steam	Fuel:	Natural Gas
A/C:	None	Water:	Municipal
Hot Water:	Gas Stand Alone	Sewer:	Municipal
Garbage:	Public	Siding:	Wood
Lot Description:			

Public Remarks

Large four bedroom home in great, centralized location on corner lot! Located near all shopping, schools, amenities and minutes from I-84, NYS Thruway and New York Stewart International Airport. Join in Newburgh's renaissance! City of Newburgh owned property. Property is only available to owner occupant purchasers at this time. All offers subject to final approval by City Council. Cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:	Buyer and Agent must sign attached form. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564-0700.
Access for Show:	Broker
Directions:	South Robinson Avenue (Route 9W), house is on the left on the corner of South Robinson and West Parmenter Street.

Appt Ph:		Appt Ph 2:		DOM:	26
Owner:	City Of Newburgh	REO:	Yes	Org Price:	$59,900
LA:	(37432) Lee A Raphael	LA Ph:	(845) 564-2800	Mod/Excl:	NONE
LA Email:	lraphael@riverrealty.com			List Dt:	08/22/2019
LO:	(RIVMNG) River Realty Services, Inc.	LO Ph:	(845) 564-2800	Expire Dt:	09/16/2020
CLA:		CLA Ph:		Agr Type:	ERS
CLA Email:				Neg Thru:	Listing Agent
CLO:		CLO Ph:		$/SqFt:	$48.62
SA:	0% BA: 2.5%	BRA:	0%	TOM Dt:	
		OBD:		OM Date:	

Prepared By: Donna Challacombe

Date Printed: 03/16/2020

River | Realty
Services, Inc.

Date: 3/21/2020

Purchaser: Kayla Michelle ~~Lara~~ Deleon Lara

Purchaser (Corporate Name):

For property located at: 53 S Robinson ave, Newburgh, BY 12550

Owned by: City OF Newburgh

Terms of the offer as follows:

Purchase Price:	50000
Seller Concession (if applicable)	0
Net to Seller:	50,000.00
Amount due on contract signing:	5000
Amount due at closing:	45,000.00
Contracts to be signed on or about:	45,000

Closing to be (____ on or about) or (X on or before): 4/15/2020

Personal Property included in sale:

This sale is contingent upon (____) attorney review of a formal contract, (____) buyer to perform an engineer inspection within (____) days, (____) clear title, and as follows: ________.

The sale is contingent upon purchaser securing a Cash mortgage commitment in the amount of n/a.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with n/a is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of ________ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

DocuSigned by: [signature] Purchaser	Seller
Purchaser	Seller
103 valley view dr Newburgh NY	
Purchaser Address	Seller Address
9173613993	
Purchaser Phone	Seller Phone
Nydia barham	
Purchaser Attorney	Seller Attorney
Tbd	
Attorney Address	Attorney Address
Tbd	
Attorney Phone	Attorney Phone

Selling Agent: DocuSigned by: Kerly Scialpi River Realty Services, Inc.

Phone: 845-597-4617 Fax: 845-564-0700

Email: kscialpi@riverrealty.com

Listing Agent:

Phone: Fax:

Email:

Property Address:	53 South Robinson Avenue			
Buyer Name:	kayla michelle deleon lara			
REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
ROOF	05/05/2020	2500	1000	3,500.00
GUTTERS/DOWNSPOUTS		500	250	750.00
WINDOWS		5000	2500	7,500.00
DOORS		500	150	650.00
SIDING/TRIM/EXTERIOR PAINTING		4000	2000	6,000.00
FOUNDATION		3000	2000	5,000.00
STEPS, PORCHES, DECKS		1500	750	2,250.00
LANDSCAPING		250	250	500.00
OTHER:		400	250	650.00
EXTERIOR REPAIR SUBTOTAL		17,650.00	9,150.00	26,800.00
INTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
CLEAN-OUT, INTERIOR DEMOLITION				0.00
REMEDIATION - LEAD AND/OR ASBESTOS				0.00
HEATING SYSTEM (FURNACES)		3500	2000	5,500.00
HOT WATER HEATERS		500	250	750.00
PLUMBING		2500	1000	3,500.00
ELECTRIC		1200	1000	2,200.00
BATH(S)				0.00
KITCHEN(S)		2000	500	2,500.00
INSULATION/DRYWALL		3000	500	3,500.00
INTERIOR DOORS		500	75	575.00
TRIM/INTERIOR PAINTING		500	1500	2,000.00
FLOORING		1500	500	2,000.00
OTHER:				0.00
INTERIOR REPAIR SUBTOTAL		15,200.00	7,325.00	22,525.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		0.00		0.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				49,325.00

FROM THE DESK OF DANIEL DE LEON

3/21/2020

City of Newburgh
Department of Planning and Development
123 Grand Street, 1st Floor
Newburgh, NY 12550

Regarding: Kayla Michelle Deleon Lara

Dear Sir:

I, Daniel De Leon, authorize my daughter Kayla Michelle Deleon Lara to use the funds in my bank account to purchase and repair the property located at 53 S Robinson Street, Newburgh, NY 12550.

I own and operate multiple businesses in the City Of Newburgh as well as develop and renovate multiple single and multifamily investment properties. I have access to many licensed vendors who do HVAC, plumbing and electrical as well as many general contractors.

I will be involved and overseeing the renovation of this property that my daughter is buying. She will have access to all of my resources and expertise.

Please contact me with any questions 845-591-1597.

Sincerely,

Daniel De Leon

KeyBank
Union Avenue Office
1228 Route 300
Newburgh, NY 12550

Tel. (845) 476-3730
Fax: (845) 564-0038

March 16th, 2020

To whom it may concern,

Daniel Deleon is been a Keybank client since 2013. His combined balance as of today is $98,499. If you have any questions I can be reach at 845-476-3730.

Sincerely,

Elizabeth Bello

Elizabeth Bello
Personal Banker

Property Proposal Summary

Location: **53 South Robinson Avenue (west side between West Parmenter and Hasbrouck Streets)**

Tax Map Number: 38-6-1

Property Class: 210—One Family Residential

Zoning: RL—Residential Low Density

Description: Detached single family home—Year built: 1925; 1232sf above-grade; 4 bedrooms, 1 bath; full basement; lot size: 42 x 100

Condition: Fair/Poor

Assessed Value: $101,000

Annual Taxes: $ 5,015+/-

Selling Price: $ 59,900

The city acquired this property: August 2018

<u>Offer Information</u>:

Name: Kayla Michelle Deleon Lara

Offer Price: **$ 50,000**

Construction Estimate: $ 49,000+/-

Proof of Financing: Funds (Key Bank account) from her father, Daniel Deleon.

Comments: Kayla Lara plans to reside at 53 South Robinson Avenue once the repairs are completed. She will be a first-time homeowner.

The property needs considerable work both inside and out. It has been neglected for many years. Ms. Lara will have help from her father, Daniel Deleon, in renovating the building. He has experience in restoring other buildings in the City of Newburgh.

The property was listed for sale beginning on August 22, 2019. Previously, in October of 2019, the City Council approved another buyer for this house. Unfortunately, that purchase recently fell through. The property was re-listed on March 16. Within a few days after the new listing began, Ms. Lara submitted her offer to purchase.


Interior Photos




RESOLUTION NO.: _92_ - 2020

OF

APRIL 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2021 POLICE TRAFFIC SERVICES PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $46,000.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2021 Police Traffic Services Program Grant in the amount of $46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

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

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2021 Police Traffic Services Program Grant in an amount not to exceed $46,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

MARK J.F. SCHROEDER
Commissioner

6 EMPIRE STATE PLAZA • ALBANY, NY 12228

(518) 473-9324

March 2, 2020

Dear Members of New York's Traffic Safety Community:

The Governor's Traffic Safety Committee (GTSC) is again pleased to announce this year's grant opportunities. I encourage you to develop innovative programs in your communities to help us dramatically reduce the number of fatalities and injuries on our roadways. I look forward to working with you and your colleagues as we strive to enhance the safety of motorists on our roadways and provide quality customer service to our shared constituency.

Traffic safety initiatives undertaken at the local level and funded by GTSC grants have supported our efforts to reduce all types of crashes including those related to speed, impairment, motorcycles, occupant protection, bicyclists, pedestrians, and commercial motor vehicles. The implementation of programs that educate the public on the dangers of drowsy, impaired, distracted, and aggressive driving and the enforcement of these traffic safety laws continue to make New York a national leader in highway safety.

Our consistent success in New York State can be largely attributed to the innovative and data driven programs that our grantees implement each year and from the partnerships we have formed among local, state and federal partners. We, at the GTSC, do not take these relationships for granted and are thankful to all our partners who work tirelessly each day to drive fatality, crash and injury rates down.

While it is still too early to release final motor vehicle fatality and serious injury data for 2019 in New York State, I am pleased to report that the preliminary data are showing a continued downward trend from 2018. This is a testament to the hard work being done every day by our grantees in New York State.

As you prepare to write your grant applications, please keep in mind that speed, impairment and a lack of seat belt use continue to lead the way in terms of contributing factors in crashes and that roadway users outside of vehicles (pedestrians, bicyclists, etc.) account for an increasing share of roadway fatalities. These non-motorist crashes represent 34% of total crashes in 2018 according to the National Highway Traffic Safety Administration (NHTSA) whereas that percentage was 20% in the year 2000.

Your sustained efforts and dedication to highway safety are to be commended and recognized for the valuable contribution made toward making New York a safe state in which to live, work and travel. Together, we will maintain our strong commitment to making our state's roadways safer for all.

Please see the attached grant application information. Applications are due by 11:59 pm on **May 1, 2020**. Please contact your GTSC Highway Safety Program Representative at (518) 474-5111 if you have any questions. Thank you for your continued support and commitment to highway safety for all.

Sincerely,

Mark J.F. Schroeder

Mark J.F. Schroeder
Chair, Governor's Traffic Safety Committee and
Commissioner, NYS Department of Motor Vehicles

Governor's Traffic Safety Committee

STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2021 GRANT PROGRAM DESCRIPTIONS AND APPLICATION INFORMATION

March 2020

I. Structured Programs - Child Passenger Safety and Police Traffic Services:

Child Passenger Safety (CPS) - These grants will continue to support the educational activities of child passenger safety programs through the four different initiatives or schedules: fitting stations, awareness trainings, car seat check events and car seat education & distribution programs for low income families.

Please note: In Federal Fiscal Year 2021 there will be funding available for the purchase of a **limited number** of child safety seats for use with Schedule A – Permanent Fitting Stations, Schedule C – Car Seat Check Events and Schedule D-Car Seat Education & Distribution Programs. Schedules A and C will require hands-on education pertaining to the proper use and installation of a car seat. In the event it is determined a car seat needs to be replaced, pre-established guidelines need to be followed before providing a replacement seat. Funds will also be available for the purchase of a limited number of child safety seats for use with Schedule D – Car Seat Education & Distribution Programs. Schedule D will require the verification of low income status as well as in classroom instruction about child restraint systems and hands-on education pertaining to the proper use and installation of car seats.

Police Traffic Services (PTS) - The Federal Fiscal Year 2021 Police Traffic Services (PTS) grant program will provide funding to law enforcement agencies to conduct traffic enforcement. In addition to having a current mandatory seat belt use policy in place for police officers of the department, participation in the national Click It or Ticket seat belt enforcement mobilization is required. This program will also fund agencies to conduct traffic enforcement details based on the crash data of their local jurisdiction, with the goal of impacting motorist behavior and improving traffic safety within their communities.

2021

The incentive funding for these structured programs is limited. GTSC may not be able to fund all of your initiatives. Applicants may request up to the maximum grant amount of $40,000 for CPS and up to $46,000 for PTS. There is no minimum request amount.

II. General Highway Safety Grants - The highway safety grant application for local, state and not-for-profit agencies is available to address a particular highway safety problem in their jurisdiction. This proposal requires applicants to submit a narrative outline of the problem with supporting data, details of the proposed activities with milestones and an evaluation plan.

Proposals must address one of the program areas included in the state's Highway Safety Strategic Plan, which can be found online at trafficsafety.ny.gov/highway-safety-grant-program. Program areas considered for the general Highway Safety Grant funding include: occupant protection; traffic enforcement; motorcycle safety; traffic records; community programs; programs that impact our younger drivers or older drivers; pedestrian safety; roadway safety and impaired driving.

In 2021, our impaired driving program will focus on statewide projects that support training, enforcement, and technology and state agencies' initiatives to support the efforts of the County STOP-DWI programs. We anticipate that available federal funding will once again be limited this year so applications need to be detailed and supported by data.

Highway Safety Strategic Plan - Every year, the New York State Governor's Traffic Safety Committee prepares the Highway Safety Strategic Plan (HSSP). This plan is the road map for traffic safety professionals in the state and is based on issues and strategies identified by the GTSC member agencies, other state and local agencies, law enforcement agencies and not-for-profit organizations. The HSSP can be found online at **trafficsafety.ny.gov/highway-safety-grant-program.** We invite you to contact the GTSC if you have suggestions for the HSSP.

Problem Identification - Since successful programs are data-driven, we encourage you to use the crash and ticket data reports that are available for each county through an online database developed by the Institute for Traffic Safety Management and Research (ITSMR) with funding from the GTSC. The database, called the Traffic Safety Statistical Repository (TSSR), contains crash data from 2009 forward, including preliminary crash data for the current year, and ticket data for 2009-2018.

To access the TSSR, please visit **www.itsmr.org/sas-guest-portal**. Several help tools are available on the site, including a User Guide, FAQ, Glossary of Terms and TSSR Directory. Please contact your Highway Safety Program Representative at the GTSC if you have questions.

Application Procedure - The due date for all applications is May 1, 2020. Not-for-profit agencies must register with and be pre-qualified in the New York State Grants Gateway before submitting a GTSC grant proposal. Proposals received from not- for-profit applicants that have not registered and are not pre-qualified in the Grants Gateway on the proposal due date of 11:59 PM on May 1, 2020 cannot be evaluated. Such proposals will be disqualified from further consideration. If you need assistance with Grants Gateway enrollment or enrollment in the GTSC's eGrants, contact the GTSC.

General instructions for preparing grant applications are included in the eGrants system. If your agency does not have a Project Director currently

NEW YORK STATE OF OPPORTUNITY. Governor's Traffic Safety Committee

enrolled in eGrants, contact the GTSC for guidance. Frequently asked questions, an overview of the requests for proposals, application and review process can be found online at trafficsafety.ny.gov/highway-safety-grant-program.

Applications must be submitted using the GTSC eGrants system. The due date for General Highway Safety, Child Passenger Safety and Police Traffic Services grant applications is May 1, 2020. Applications submitted after May 1, 2020 will not be considered. Applicants must submit their proposals by changing the status of their completed 'In Process' proposal to 'Submit' on or before May 1, 2020.

If you have any questions or need any assistance preparing your grant application, please contact your GTSC Highway Safety Program Representative listed below or call (518) 474-5111.

Chuck Conroy: 518-486-1920

Bronx, Kings, Manhattan, Nassau, Putnam, Queens, Richmond, Suffolk, Westchester

Vanessa Waldron: 518-486-5395

Allegany, Cattaraugus, Cayuga, Chautauqua, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, Warren, Washington, Wayne, Wyoming

Jim Knapp: 518-473-4734

Delaware, Fulton, Hamilton, Herkimer, Montgomery, Orange, Rockland, Schoharie, Sullivan, Ulster

Maureen Kozakiewicz: 518-408-2036

Broome, Chemung, Chenango, Clinton, Cortland, Essex, Franklin, Ontario, Otsego, St. Lawrence, Schenectady, Schuyler, Steuben, Tioga, Tompkins, Yates

Robert Lopez: 518-402-2092

Erie, Genesee, Greene, Livingston, Monroe, Niagara, Orleans, Rensselaer

Aubrey Feldman: 518-474-2279

Albany, Columbia, Dutchess, Saratoga

The Governor's Traffic Safety Committee administers highway safety grant funding in accordance with 23 CFR Part 1300 Uniform Procedures for State Highway Safety Programs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and according to the guidelines published by the GTSC in the structured applications and the Guide to Preparing a Highway Safety Program applications. Grants are revisewed for approval based on the criteria stated on the application. In general, the review is based in part on past performance, agreement to perform requested activities, significance of problem identified, and rationale of proposed solution.

City of Newburgh

SEAL OF THE CITY OF NEWBURGH, N.Y. INCORPORATED 1865

GRANT APPLICATION FORM

RECEIVED 03/11/2020

SCANNED 03/13/2020

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant
request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: 2021 Police Traffic Services Grant	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Doug Solomon
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS Governor's Traffic Safety Committee	GRANT SUBMITTAL DATE: May 1, 2020	AMOUNT OF AWARD: Not to exceed $46,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: - The Federal Fiscal Year 2021 Police Traffic Services (PTS) grant program will provide funding to law enforcement agencies to conduct traffic enforcement. In addition to having a current mandatory seat belt use policy in place for police officers of the department, participation in the national Click it or Ticket seat belt enforcement mobilization is required. This program will also fund agencies to conduct traffic enforcement details based on the crash and ticket data of their local jurisdiction, with the goal of impacting motorist behavior
and improving traffic safety within their communities.

Project Timeline: (ex. Dates) **10/1/20- 9/30/21**

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS: N/A
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS: N/A
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS: N/A
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE:________________ DATE: 3/10/20 NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO CITY MANAGER SIGNATURE:________________ DATE:________________

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: [signature] DATE: 3/11/20
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: can be submitted for next available meeting cycle either 3/19/20 + 3/23/20 OR 4/~~3~~9/20 + 4/13/20

RESOLUTION NO.: 93 - 2020

OF

APRIL 13, 2020

A RESOLUTION ADOPTING THE CITY OF NEWBURGH GRANT APPLICATION POLICY AND PROCEDURE AS AMENDED

WHEREAS, by Resolution No. 108-2014 of April 28, 2014, the City Council of the City of Newburgh adopted a Grant Application Policy and Procedure; and

WHEREAS, the City Council has reviewed the revisions recommended by the City Comptroller to the Grant Application Policy and Procedure and finds that adopting the revised policy is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Grant Application Policy and Procedure, as amended, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy, as amended, shall take effect on April 15, 2020.

City of Newburgh
City Comptroller's Office
City Hall – 83 Broadway
Newburgh, New York 12550
Tel. (845) 569-7322
Fax (845) 569-7490

Todd Venning
Director of Finance & City Comptroller
tvenning@cityofnewburgh-ny.gov

TO: Joseph Donat, City Manager

FROM: Todd Venning, City Comptroller
Helen Reilly, Grants Administrator

DATE: March 12, 2020

SUBJECT: **Grants Application Process**

I PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the grant application management process for the City of Newburgh. This process is necessary to ensure that requested funding is appropriate and in the best financial interest for the City of Newburgh.

II GENERAL

The Grants Administrator and the Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

III PROCESS FOR REQUESTING A GRANT APPLICATION

A. The person(s) requesting to apply for a grant must first complete a "Grant Application Form." The form includes the following information:

1. Name of approved project for which the grant supports.
2. Name of the Department requesting to apply for the grant.
3. Name(s) of Department Head/Sponsor supporting the grant.
4. Name of grant and agency awarding the grant.
5. Date of grant submittal.
6. Amount of Grant award.
7. Amount and type of match required by the City of Newburgh (ex. Cash, In-Kind services.)
8. Project Plan, including scope of project for which the grant supports, key stakeholders, project timeline.

The Grant Request form is available on the Office of the Comptroller's website.

B. When applying for Federal Grants - the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200) must be reviewed to ensure that all federal funds are lawfully expended.

C. Upon completion of the form, the requester forwards it electronically to the Grants Administrator for review.

D. After receipt of form and review for completion, the Grants Administrator will review the Grant form and identify the following issues:

- Match/No Match requirements
- In-Kind Services requirements

The form will be sent to the City Comptroller for review and signoff:

E. Upon approval by the City Comptroller, the Office of the Comptroller will forward the Grant Application to the Corporation Counsel for review and approval. If the City Comptroller does not approve the grant application, the application will be returned to the Grants Administrator for further review by the Department Head/Sponsor.

F. After approval by the Corporation Counsel, the Office of the Comptroller will forward the Grant Application form to the City Manager for review and approval. The Grants Administrator will initiate the resolution process in NOVUS to prepare for the City Council meeting.

G. Upon approval of the resolution by the City Council, the Grants Administrator will proceed with the grant application.

H. No grant funds will be accepted without approval by resolution of the City Council.

No one is authorized to apply for a grant for the City of Newburgh unless these procedures have been followed. This policy takes effect on April 15, 2020 and replaces all existing grants application management policies.

RESOLUTION NO.: 108 - 2014

OF

APRIL 28, 2014

A RESOLUTION ADOPTING THE CITY OF NEWBURGH GRANT APPLICATION POLICY AND PROCEDURE

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Grant Application Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on May 1, 2014.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 4/28/14 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 29 day of April 2014

City Clerk

City of Newburgh
City Comptroller's Office
City Hall – 83 Broadway
Newburgh, New York 12550

John J. Aber
City Comptroller
jaber@cityofnewburgh-ny.gov

Tel. (845) 569-7322
Fax (845) 569-7490

TO: City Manager

FROM: John J. Aber, City Comptroller
Ellen Fillo, Grants Coordinator

DATE: April 16, 2014

SUBJECT: **Grants Application Process**

PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the grant application management process for the City of Newburgh. This process is necessary to ensure that requested funding is appropriate and in the best financial interest for the City of Newburgh.

II GENERAL

The Grants Coordinator and the Office of the Comptroller will be responsible for ensuring compliance with this memorandum.

III PROCESS FOR REQUESTING A GRANT APPLICATION

A. The employee requesting to apply for a grant must first complete a "Grant Application Form." The form includes the following information:

1. Name of approved project for which the grant supports.
2. Name of the Department requesting to apply for the grant.
3. Name(s) of Department Head/Sponsor supporting the grant.
4. Name of grant and agency awarding the grant.
5. Date of grant submittal.
6. Amount of Grant award.
7. Amount and type of match required by the City of Newburgh (ex. Cash, In-Kind services.)
8. Project Plan, including scope of project for which the grant supports, key stakeholders, project timeline.

B. The Grant Request form is available on the Office of the Comptroller's website.

C. Upon completion of the form, the requestor forwards it electronically to the Grants Coordinator for review.

D. After receipt of form and review for completion, the Grants Coordinator will forward the form to the City Comptroller for review and signoff:

E. The City Comptroller will review the Grant form and identify the following issues:

   1. Match/No Match requirements
   2. In-Kind Services requirements
   3. Potential staffing issues

F. Upon approval by the City Comptroller, the City Comptroller will forward the Grant Application to the City Manager for review and approval. If the City Comptroller does not approve the grant application, the application will be returned to the Grants Coordinator for further review by the Department Head/Sponsor.

G. After approval by the City Manager, the City Comptroller will forward the Grant Application form to Corporation Counsel to prepare a resolution for the City Council meeting.

H. Upon approval of the resolution by the City Council, the Grants Coordinator will proceed with the grant application.

No one is authorized to apply for a grant for the City of Newburgh unless these procedures have been followed. This policy takes effect on May 1, 2014 and replaces all existing grants application management policies.

RESOLUTION NO.:___94___ - 2020

OF

APRIL 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CO-SPONSORSHIP AGREEMENT WITH THE SMALL BUSINESS ADMINISTRATION FOR SMALL BUSINESS DEVELOPMENT WORKSHOPS TO BE HELD IN THE CITY OF NEWBURGH

WHEREAS, following a Community Needs Assessment and Federal Partners Tour organized by the New York Office of the U.S. Department of Housing and Urban Development, in December 2016, the Small Business Administration ("SBA") has completed plans to develop workforce training geared to assist entrepreneurial interest in new business development and skill in writing and managing business plans; and

WHEREAS, by Resolution No. 103-2018 of April 23, 2018, the City Council authorized the City Manager to enter into an agreement with the U.S. Small Business Administration to co-sponsor the "Small Business Basics Workshops" in the City of Newburgh; and

WHEREAS, the SBA has proposed an new set of workshops, in English and Spanish, starting with Mature Entrepreneur: Starting a Business at 50+; Alternative Lending for Startups; SBA's Programs and Services, Business Plan Writing; Credit and Financial Literacy and others, designed to educate the community in order to assist, prepare and counsel them in their quest to become entrepreneurs; and

WHEREAS, the administration of the workshops requires an agreement between the City of Newburgh and the SBA, which agreement is annexed hereto; and

WHEREAS, the City Council has reviewed the agreement and finds that the execution of same is in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the U.S. Small Business Administration, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to co-sponsor the "Small Business Basics Workshops" in the City of Newburgh.

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

OFFICE OF STRATEGIC ALLIANCE

March 18, 2020

Hello Ms. Rivera:

I have attached one approved executed SBA and the City of Newburgh Cosponsorship Agreement (Authorization (20-0202-36), which requires your Cosponsor(s) signature in order to be fully executed.

Please send the approved executed Cosponsorship Agreement to the Cosponsor(s) and request that one copy can be returned by mail, fax or scan to your attention once it has been signed. Once you receive all cosponsor(s) signatures please retain a copy for your files, send a copy to the cosponsor(s) and a copy to the Office of Strategic Alliance for its file.

It is very important that the Office of Strategic Alliance receives its copy for the file, as required by Chapter 7 Paragraph 12 of SOP 90 75 4.

And finally, please remember that the originating office must submit SBA Form 2299 and SBA Form 20 to OSA within 90 calendar days following completion of the Activity, as required by Chapter 9 Paragraph 2 of SOP 90 75 4.

If you have questions, please feel free to contact me at (202) 205-6568.

Thank you,

Yolanda Harris
Program Specialist

COSPONSORSHIP AGREEMENT

between

U.S. Small Business Administration
New York District Office

and

The City of Newburgh

Authorization No: 20-0202-36

1) Parties

This Cosponsorship Agreement ("Agreement") is between the U.S. Small Business Administration ("SBA") and the following Cosponsor(s) (individually a "Cosponsor" or collectively the "Cosponsors" or "Parties"):

a) The City of Newburgh
83 Broadway
Newburgh, NY 12550
Description of Cosponsor: The City Manager's office is a part of the local municipal government of The City of Newburgh in New York. The city operates a human services department that improves the conditions of children, youths, senior citizens and families. The City of Newburgh in New York also manages a public works department. Its planning and development department provides technical assistance to the city council. The city's records management section works with departments in the preparation, transfer and requested retrieval of materials from the city's records center.

2) Purpose

The purpose of this Agreement is to describe the rights and responsibilities of each Cosponsor regarding the activity described below pursuant to SBA's Cosponsorship Authority, section 132(a) of Division K in Public Law No. 108-447, as extended by the annual Appropriations Act, and 13 C.F.R. Part 106. The Agreement encompasses this document and all Attachments. The Cosponsor shall comply with all applicable laws and regulations in its performance under this Agreement. Except as properly amended, this Agreement is the final and complete agreement of the Cosponsors. It does not authorize the expenditure of any funds, other than by express terms of this Agreement nor does it create special consideration by SBA regarding any other matter. This Agreement shall not limit any Cosponsor from participating in similar activities or arrangements with other entities.

3) Cosponsored Activity

a) Name of Events: Small Business Basics Workshops

b) Date(s): March 2020 - September 2021

c) Place: The Heritage Center, 123 Grand Street, Newburgh, NY and;
The Newburgh Free Library, 124 Grand Street, Newburgh, NY

d) Estimated Number of Attendees: 100

e) Budgeted Expenses of Cosponsored Activity: $0

f) Summary of Events: SBA and the City of Newburgh will jointly host a series of 2 hour workshops in English and Spanish, starting with Mature Entrepreneur: Starting a Business at 50+; Alternative Lending for Startups; SBA's Programs and Services, Business Plan Writing;

Credit and Financial Literacy and others, designed to educate the community in order to assist, prepare and counsel them in their quest to become entrepreneurs (Attachment A).

4) Cosponsors' Responsibilities
The Cosponsors agree that each will do the following in support of the Cosponsored Activity:

a) SBA will:

- Participate in the overall planning, marketing and execution of the cosponsored event.
- Provide marketing guidelines for promotion, including flyers.
- Recruit Speakers.
- Assist on logistics following best practices.
- Provide at least 2 people to assist during registration and logistics on the day of the event.
- Provide opening remarks.
- Take registration on the day of the event.
- Have final approval of all cosponsored materials.

b) City of Newburgh will:

- Participate in the overall planning, marketing and execution of the cosponsored event.
- Assist in securing workshop locations.
- Promote event.
- Provide Security (the same security arrangements that applies for the building will be on call for the day of the event.
- Provide tables and chairs.
- Sound System, Basic A/V audio amplification system, microphones, projections screen, projection cart, electrical cords and placement, slide projector, easels, if necessary.

5) Budget
There are no anticipated expenses associated with conducting the Cosponsored Activity. Should unanticipated expenses for the cosponsored activity be incurred, the cosponsors will prepare an itemized budget to reflect such expenses and whether such expenses were met by cash or in-kind contributions.

6) Fiscal Agent and Fees
Section Intentionally Deleted.

7) No Profit
Each Cosponsor agrees that it will not make a profit on this event.

8) Appropriate Recognition
Cosponsor will include appropriate recognition for SBA in all materials created for this activity. Each Cosponsor will be given appropriate recognition by SBA for Cosponsorship of the activity outlined in this Agreement, however such recognition does not constitute an express or implied endorsement by SBA of any of the opinions, products or services of any Cosponsor, its subsidiaries or its contractors. As such, all appropriate disclaimers and authorization numbers will be visible on all Cosponsored Materials. SBA has the right to determine what constitutes appropriate recognition, in its reasonable discretion.

9) Cosponsored Material
Cosponsored Material refers to all print and electronic materials used to promote the activity or material used during or as the Activity. This includes, but is not limited to, flyers, brochures, mailers, email promotions, web pages, promotional items, or any other physical, print or electronic item bearing SBA's name or logo. Cosponsors grant SBA a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to use and to create derivative works of any material developed for the Cosponsorship outlined in this Agreement. Cosponsors agree that SBA will review and have final approval of all Cosponsored Materials to ensure compliance with Federal law, regulations, and SBA policies.

10) Use of SBA Logo

Each Cosponsor agrees to use its name and logo in connection with SBA's name and logo on Cosponsored Materials or in factual publicity only for the Cosponsored Activity as outlined in this Agreement. Factual publicity includes dates, times, locations, purposes, agendas, fees and speakers involved with the activity. Any materials (print or electronic) bearing SBA's logo must include the appropriate disclaimers as outlined in the "Disclaimers" paragraph and be approved in advance by SBA's Responsible Program Official. Cosponsors are not permitted to use SBA's name or logo for commercial purposes, such as advertising a product or service.

11) Licenses

SBA will possess an irrevocable, non-exclusive, worldwide, royalty-free license to use any materials developed for the Cosponsored Activity outlined in this Agreement. The City of Newburgh will be responsible for obtaining all rights, fees and clearances, if necessary, for the purpose of SBA's license. Should SBA decide to use Cosponsored Material that contains copyrighted material after the term of this Agreement, SBA will remove The City of Newburgh's logo but retain a copyright notice.

12) Political Speech

It is SBA's policy that public officials or candidates for public office (including their staff), whether a direct Cosponsor or invitee of a Cosponsor, be informed by the SBA that they may not include political comment as part of their participation. Political comment includes speech or remarks designed to facilitate, or be directed toward, the success or failure of a political party, candidate for public office, or political group.

13) Website and Online Registrations

The Cosponsors will create a website and/or online registration located at https://www.cityofnewburgh-ny.gov/ to provide registration and workshop. Cosponsors agree there will be no commercial advertisements or commercial promotions of any kind, including its own products or services, displayed on this Cosponsored Site. All online activities will be accessible to persons with disabilities. Online registration will only include the questions necessary to attend the event. Affirmative opt-in is required for future communication to registrants/attendees.

14) Disclaimers

All Cosponsored Materials, print or electronic, must be approved in advance by SBA's Responsible Program Official listed in this Agreement and contain the following statement(s):

a) Cosponsorship Authorization # 20-0202-36. SBA's participation in this Cosponsored Activity is not an endorsement of the views, opinions, products or services of any Cosponsor or other person or entity. All SBA programs and services are extended to the public on a nondiscriminatory basis.

b) Reasonable arrangements for persons with disabilities will be made if requested at least two weeks in advance. Contact: Ellen Fillo, (845) 569-7386.

c) This website is provided as a public service under Cosponsorship Authorization # 20-0202-36. It is not an official U.S. government website and may contain links to non-U.S. government information. Inclusion of such links does not constitute or imply an endorsement by SBA. SBA is not responsible for the content, accuracy, relevance, timeliness or completeness of linked information. Please use caution when considering a product, service or opinion offered by a linked website.

15) Responsible Program Official

The SBA Responsible Program Official for this Cosponsored Activity is John Mallano, Deputy District Director, SBA New York District Office.

16) Points of Contact

The respective Points of Contact for this Cosponsored Activity will be Ellen J. Fillo, (845) 569-7386, efillo@cityofnewburgh-ny.gov for City Of Newburgh and Sylvia Rivera, (212) 264-0996, sylvia.rivera@sba.gov for SBA. These individuals will facilitate contact between the Cosponsors to plan, organize and execute the Activity contemplated in this Agreement.

17) Additional Cosponsors

The Cosponsors agree that other entities may join this Agreement as Additional Cosponsors to help plan, market and participate in the Activity. The Cosponsors agree that Additional Cosponsors may join this Agreement upon execution of a Joinder Agreement. The Cosponsors agree that SBA may execute all Joinder Agreements with additional Cosponsors on behalf of all Cosponsors.

18) Term, Amendment and Termination

This Agreement will take effect upon signature of all Cosponsors and will remain in effect through September 30, 2021. This Agreement can only be amended in writing. Any Cosponsor may terminate its participation in the activity upon 30 calendar days advance written notice to the other Cosponsors. Termination by one cosponsor will not affect continued participation by remaining cosponsors. Such termination will not require changes to materials already produced, and will not entitle the terminating cosponsor to a return of funds or property contributed.

19) Signature

Each of the persons signing this Agreement represents that he/she has the authority to enter into this Agreement on behalf of the entity involved. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SBA: ______________________________

Jim F. Billimoria Date
Associate Administrator, Communications and Public Liaison

The City of Newburgh: ______________________________

Joseph Donat Date
City Manager

Attachment A – Draft Agenda/Project Overview

Small Business Workshop

6:00 - 6:10 pm Registration and Welcome Remarks by speaker TBD

6:10 - 7:30 pm Workshop: Are You Ready to Start Your Business?
Sylvia Rivera, SBA Economic Develeopment Specialist

7:30 - 7:45 pm Q&A

7:45 - 8:00 pm City of Newburgh

RESOLUTION NO.: 103 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CO-SPONSORSHIP AGREEMENT WITH THE SMALL BUSINESS ADMINISTRATION FOR SMALL BUSINESS DEVELOPMENT WORKSHOPS TO BE HELD IN THE CITY OF NEWBURGH

WHEREAS, following a Community Needs Assessment and Federal Partners Tour organized by the New York Office of the U.S. Department of Housing and Urban Development, in December 2016, the Small Business Administration ("SBA") has completed plans to develop workforce training geared to assist entrepreneurial interest in new business development and skill in writing and managing business plans; and

WHEREAS, it is proposed that the workshops, entitled "Small Business Basics Workshops", be held at the Newburgh Free Library on weekday evenings monthly over the next several months; and

WHEREAS, the workshops will be widely advertised, the SBA and the Newburgh Free Library will cosponsor with the City and we will take registration for the classes; and

WHEREAS, the administration of the workshops requires an agreement between the City of Newburgh and the SBA, which agreement is annexed hereto; and

WHEREAS, the City Council has reviewed the agreement and finds that the execution of same is in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the U.S. Small Business Administration, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to co-sponsor the "Small Business Basics Workshops in the City of Newburgh.

RESOLUTION NO.: __95__ - 2020

OF

APRIL 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN ENTERGY OPEN GRANT IN THE AMOUNT OF $50,000.00 WITH NO CITY MATCH TO FUND SHOTSPOTTER FLEX GUNFIRE LOCATION, ALERT AND ANALYSIS SERVICES FOR THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, by Resolution No. 336-2016 adopted January 9, 2017, the City Council of the City of Newburgh approved an agreement with SST, Inc. for subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh; and

WHEREAS, the City of Newburgh continues to identify alternative sources of funding for the subscription-based ShotSpotter gunfire location, alert and analysis services; and

WHEREAS, Entergy's Open Grants Program provides funding for improving communities and supports community based projects that improve neighborhood safety; and

WHEREAS, ShotSpotter gunfire location, alert and analysis services improve the life, health and safety of the residents of the City of Newburgh; and

WHEREAS, the City Council finds that applying and accepting if awarded an Entergy Open Grant in the amount of $50,000.00 to continue to provide ShotSpotter gunfire location, alert and analysis services to City residents and stakeholders is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Entergy Open Grant in an amount not to exceed $50,000.00 with no City match required for the purpose of funding ShotSpotter gunfire location, alert and analysis services to the City of Newburgh Police Department; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

City of Newburgh

GRANT APPLICATION FORM

RECEIVED 3/26/2020

SCANNED 3/27/2020

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: Entergy Open Grant for Shotspotter	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Doug Solomon
NAME OF GRANT/NAME OF AWARDING AGENCY: Entergy Corporation	GRANT SUBMITTAL DATE: May 2020	AMOUNT OF AWARD: Not to exceed $50,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: - The Police Department is reaching out to Entergy Corporation to apply for their Open Grant Program to request funds for Shotspotter.

Project Timeline: (ex. Dates) **2020**

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS: While there is no match, we will still need funds to cover the balance of the cost of Shotspotter
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO   COMMENTS: N/A
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS: N/A
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO   CITY COMPTROLLER SIGNATURE: DATE: 3/26/2020   NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO   CITY MANAGER SIGNATURE: DATE: 3/26/20

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO CORPORATION COUNSEL SIGNATURE: [signature] DATE: 3/26/20
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: Can be submitted for April W.S./meeting 1st April meeting will be 4/13/20 combined W.S. + regular meeting

Entergy

Open Grants

Notice to our Community Partners

Grants from Entergy's COVID-19 Emergency Relief Fund to nonprofit partners will be processed by invitation only. Unsolicited applications cannot be accepted. However, nonprofit organizations that meet Entergy's eligibility criteria are welcome to submit an open grant application for any type of program, including those that may be COVID-19 related. Please include COVID-19 in the project title of any open grant applications that are related to the COVID-19 crisis.

Entergy's Open Grants Program focuses on improving communities as a whole. We look for giving opportunities in the areas of arts and culture, community improvement/enrichment, the environment and healthy families. Educational initiatives are funded mainly through the Entergy Charitable Foundation (/our_community/ecf_grant_guidelines/). Proposals that primarily benefit low-income populations should be submitted to the Entergy Charitable Foundation (/our_community/ecf_grant_guidelines/), regardless of the program area.

Arts and Culture

The arts are expressions of ourselves – our heritage, feelings and ideas. To cultivate that, we support a diverse range of locally based visual arts, theater, dance and music institutions. Our long-term goal is to increase the access to contemporary art for a wider public, including children and the financially disadvantaged.

Community Improvement/Enrichment

Entergy supports community-based projects that focus community enrichment and improvement. A few examples include civic affairs, blighted housing improvements, and neighborhood safety. By giving to communities in this way, we actually help them become more self-sufficient.

Healthy Families

Children need a good start to grow into healthy, well-adjusted adults. With that in mind, we give to programs that have a direct impact on children educationally and emotionally. We're also interested in family programs, like those that better prepare parents to balance the demands of work and home.

Please make sure to submit your application at least three months prior to the time the requested funds are needed. We receive many applications throughout the year, and we need to allow sufficient time to review each request carefully. Once you have submitted your application online, **please allow at least 8 (eight) to 12 (twelve) weeks for review and notification of the result of your request.** If by that time you have not been contacted by Entergy, please feel free to contact the appropriate contributions coordinator (/our_community/coordinators/) for your geographic area.

Applications should be submitted at least three months prior to the time the funding is needed.

- In considering requests for grants, priority is placed on programs in **specific counties/parishes** (/our_community/entergy_areas).
- If you have questions about this, please contact the Entergy **contributions coordinator** (/our_community/coordinators/) in your area.

Eligibility and Preferences

Grants will only be made to the following types of organizations:

- a public charity or private foundation that qualifies as a 501(c)(3) tax-exempt entity
- a school, hospital, governmental unit or religious institution that holds nonprofit status similar to that of 501(c)(3) organizations
- a state or local government, but only if a donation thereto is made exclusively for public purposes
- a war-veterans organization that qualifies as a 501(c)(19) tax-exempt entity
- a volunteer fire department that qualifies as a 501(c)(4) tax-exempt entity

Entergy will NOT fund:

- Groups without 501(c)(3) or similar nonprofit status
- Payment of utility bills
- Capital project funding (i.e., building campaigns)
- Political candidates or groups
- Gala events, testimonials or fundraising meals, advertisements in programs or similar fundraising activities
- Purchase of uniforms, equipment, or trips for school-related organizations or amateur sports teams
- Activities whose sole purpose is promotion or support of a specific religion, denomination, or religious institution
- Grants to individuals or loans of any type
- Any organization owned or operated by an employee of Entergy

Open Grant applications are accepted on an ongoing basis. **Click here** (/our_community/apply) to apply.

ATTENTION Mississippi grantees: The deadline for open grants requests in Mississippi is April 1. You should have received correspondence from us regarding this new deadline. This important deadline allows us to be as strategic as possible in our giving efforts for the entire year.

For more information please call **504-576-6980.**

Entergy Open Grant Application

Entergy Open Grant Application

IMPORTANT NOTES: The Google Chrome internet browser is not compatible with Entergy's grants system. To save and submit your application successfully, you should use Internet Explorer (versions 7 and above) or Firefox with Silverlight.

To avoid having the system time out while you're working on the application, make sure to scroll to the bottom and click "Save" every 5 to 10 minutes.

Your submission of this document is considered confirmation that all the information included is true and that no conflict exists between your organization and Entergy. NOTE: Entergy employees MAY NOT apply.

Organization Information

Organization Name
City of Newburgh Police Department

Also Known As

Federal Tax ID #
Please note that if you are a 501(c)(3) organization this field may be automatically populated with information from the IRS database.
146002329

Street Address
55 Broadway

P.O. Box (if applicable)
If your organization does not have a P.O. Box, please enter "N/A"
N/A

City
Newburgh

County/Parish
Orange County

State
NY-UPSTATE

Zip
12550

WWW Address
If your organization has a web site, please provide the URL. If not, just enter "N/A"
https://www.cityofnewburgh-ny.gov/

Facebook Address
If your organization has a Facebook site, please provide the address. If not, just enter "N/A"
https://www.facebook.com/pages/category/Police-Station/City-of-Newburgh-Police-Department-1419358861698399/

Twitter Handle
If your organization uses Twitter, please provide the Twitter handle. If not, just enter "N/A"
N/A

Year Organization was Founded
NOTE: Please enter 2 digits for the month / 2 digits for the day / 4 digits for the year. For example: 04/21/2002. The system will NOT recognize a date prior to 1900. If your organization was founded prior to 1900, leave this field empty.

United Way agency
Check here if your organization is a United Way agency
No

Organization's Total Annual Budget
46900766

Your Organization's Top Five Funders During Previous Fiscal Year
Please list the five funders from which your organization received the greatest financial and/or in-kind support in the previous fiscal year. If you had less than five funders, list all that you had.
Tax payers, state and federal grants

Results of Most Recent Entergy Grant
If your organization was awarded a grant from Entergy or the Entergy Charitable Foundation in the past, please briefly describe the measurable results of the most recent grant ? including outputs, outcomes, and impacts (if applicable). Please provide quantitative information and be as specific as possible ? number of clients served, numbers of services provided, etc.) For example: "100 clients received job training and employment assistance and 75 were successfully placed in jobs. At six months, 80 percent of those who were placed remained employed." Click information icon above for definitions. If you have not previously received an Entergy grant, please enter "N/A."
N/A

Description of Organization
Description of your organization's mission. Please enter this information ONLY if this is your first time applying to Entergy or if your mission has changed. (100 words or less)
The City of Newburgh Police Department is the chief law enforcement agency for the City of Newburgh, NY. The agency responds to over 32,000 calls for service every year that

range from medical emergencies and car accidents, to bomb threats and homicides. The agency also investigates major crimes past the preliminary patrol response.

Board Members and Officers

List all board members and officers of your organization. (Please DO NOT include addresses.) Also disclose any known relationships with Entergy, its employees or board members. To access the list of Entergy board members, see above link.

Torrance Harvey
Patricia Sofokles
Ramona Monteverde
Anthony Grice
Robert Sklarz
Karen Mejia
Raymond Bryant

Principal Officer - Prefix (Mr., Mrs., Ms., Dr., etc.)
Mr.

First Name
Joseph

Middle Name

Last Name
Donat

Title
City Manager

E-mail
jdonat@cityofnewburgh-ny.gov

Telephone
845-569-7301

Ext.

Fax

Project Information

Project Title
City of Newburgh Police ShotSpotter System

Program Area

Please review the following examples. Then choose the area that best fits the program for which you are requesting funds. ARTS & CULTURE: Museums, theatre, music, cultural institutions, libraries, etc. / COMMUNITY IMPROVEMENT & ENRICHMENT: Tax preparation assistance, affordable housing, beautification projects, civic engagement, workforce readiness, etc. / EDUCATION & LITERACY: Tutoring, school improvment projects, computer assistance, etc. / ENVIRONMENTAL: Wetlands restoration, energy efficiency, conservation projects, etc. / HEALTHY FAMILIES: Disease prevention/awareness, domestic violence prevention, mentoring, elderly assistance, homeless shelters, food pantries, substance abuse programs, emergency/fire rescue, etc.

Community Improvement and Enrichment

Summary Project Description

Concise summary of project that includes only the most important points. Please DO NOT exceed 125 words.

This is a request for funding to support the City of Newburgh's Shotspotter gunfire detection system. The equipment and training were previously completed and this funding would support additional time on the City's lease agreement with the company. The City of Newburgh is the most violent city in New York State per capita with extremely high levels of gun violence and shootings. The Shotspotter gunfire detection system triangle gunshots and notifies the Police Department within seconds of gunfire locations allowing officers to rapidly respond, assist injured parties, recover evidence and arrest offenders.

Project Description

Concise description of the project and why it's needed, including evidence to support your view.

In 2017, the City of Newburgh began leasing the Shotspotter gunfire detections system. That summer, multiple acoustic sensors were put up around the city which would capture the sounds of gunfire and triangulate the locations. The Shotspotter home office reviews all sounds and then alerts the Police about the detection of gunfire and the corresponding locations of the gunfire. Patrol officers frequently hear gunfire from their vehicles while on patrol, but the topology of the City can make it impossible for the human ear to discern where the sounds are originating. The Shotspotter system removes the guess work but giving a much smaller area of origination. The technology has proven useful over the years in the recovery of evidence like shell casings and firearms. It has helped officer get to scenes of gun violence faster, allowing them to render immediate aid to victims. This system has also assisted the Department in making several arrests of violent offenders. In 2019, the City of Newburgh was on the verge of insolvency. This forced city leaders to make drastic cuts to the City's 2020 budget. These cuts resulted in the elimination of 19 police officer positions from the Police Department budget, along with the elimination of funding for the City's ShotSpotter system. The City had experienced multiple years of reductions in shooting violence, including a reduction of 63% in shooting incidents in 2017, and a second reduction of 57% in 2018. Unfortunately, 2019 yielded an increase of 200% in shooting incidents, as well as an increase in gang violence. Newburgh is an extremely small city of less the four square miles. Officers can generally respond very quickly, but staffing reductions and now the impending loss of critical support technology will greatly effect the Police Department's ability to tackle the increases in gun violence. The loss of police officers from the Department's roster is already impacting the City's crime levels. Officers were laid off before the New Year and crime figures through March 10th are already showing an 11% increase in Violent Crime. Further disconcerting is a 114% increase in gun related Violent Crime thus far this year and a 43% increase in shots fired. This funding request would supported the continuation of the ShotSpotter lease. The Police Department needs all the assistance it can get, including technology that acts as an additional set of ears in the community. The Police Department uses a multitude of intervention and prevention techniques including hotspots policing and offering gang members social services to combat gun violence. Technology has been an integral part of the Department's efforts. The elimination of the ShotSpotter system will have far reaching effects on the safety of the Newburgh community.

Anticipated Results (Outputs & Outcomes)

Describe expected outputs, outcomes and impacts (if applicable) of the proposed project. Click information icon above for definitions.

Anticipated short term results may actually be an increase in shots fired calls as a result of the ShotSpotter system. Long-term outcomes would reductions in gun related calls for service and a reduction in gun violence.

Organizational Capacity

Discuss your organization's and personnel's prior experience/results in implementing initiatives similar to the proposed program.

The City of Newburgh Police Department has an extensive experience in implementing successful complex programs. The Department has received funds over the years from both the state and federal government to start evidence based programs to combat violent crime and gun violence. The Police Department has successfully implement a productive hotspot policing program that integrates data analysis and mapping technology to accurately deploy police resources to violent crime hotspots. The Police Department has also successfully implemented a focus deterrence program known as the Group Violence Intervention which marries police enforcement of violent gang members with a social service component to help others exit their violent lifestyles. Newburgh has become a model for the state in these programs with Newburgh Police commanders and civilians presenting at state law enforcement conferences on Newburgh's efforts. The Shotspotter system has already been successfully installed and implemented in the city, requiring little continued efforts to keep the system functional. Officers and detectives have already been training on using the system and have been using it for some time. The City of Newburgh also has a City Grants Administrator who oversees all grants and ensures timely reporting and proper use of funding.

Location of Population Served

Please select the counties/parishes where the proposed project will be implemented. (You may select up to 10 options.)

New York-NY - Orange County

Description of Population Served

Describe targeted population, including specific location and estimated number of people to be served.

Census Bureau estimates for 2018 put Newburgh's population at approximately 28,000 residents. Because Newburgh is such a small city geographically speaking, the SpotSpotter coverage area encompasses nearly the entire city. The coverage area also completely covers the gun violence hotspots in the City.

Is majority of target population at or below the poverty level?

No

Number of Individuals Served/Enrolled

In numerical format, enter the number of individuals you anticipate will be served by/enrolled in your program during the start and end dates you have identified.

28000

Project Start Date

NOTE: The system will NOT recognize a date that's more than five years in the past.

5/1/2020

Project End Date

NOTE: The system will NOT recognize a date that's more than three years in the future.
4/30/2021

Amount Requested from Entergy

Typical grants range from $100 to $5,000, but there is no required range.
50000

Total Project Budget

Please provide total budget amount for the proposed project (NOT the organization's budget)
195000

Line-Item Budget for Proposed Project

List line items, with dollar figures, TOTALING THE AMOUNT YOU ARE REQUESTING FROM ENTERGY FOR THE PROPOSED PROJECT ONLY.
50000 request for partial funding for the ShotSpotter lease.

Other Funding Sources for Project

Please list all other sources you have asked to give financial support for the proposed project. (Include their responses to date and dollar amount committed. If there are no other sources, please put "None.")
None

Will funds be used for consultant services?

If so, please explain. (75 words or less)
no

Measure of Progress/Performance

Describe methods that will be used to measure the project's outputs, outcomes and (if applicable) impacts. (See information icon above for definitions.) For example, collection of specific data such test scores, % increase in skills, survey results, etc.
The City of Newburgh Police Department employs a fulltime crime analyst who will be responsible for tracking all gun related calls for service, Shotspotter activations and results reported incidents to measure changes in activity.

Donor Recognition Plan

Please select the methods by which you plan to recognize Entergy's support of your project. (You may select up to 8 options.)
Send press release highlighting Entergy's support
Publicize Entergy's support via Facebook
Highlight Entergy's support on radio
Highlight Entergy's support on TV

Donor Recognition -- Detail

If you selected "Other" in the above question, please explain. If not, then just enter "N/A."
N/A

Plans for Publicity/Communication of Results

Please describe the before, during, and after plan to publicize the proposed project. For example, actions you'll take prior to the project's start to ensure sufficient attendance/participation; how you'll publicize milestones that occur during the project; and how you'll communicate results once the project has concluded.

The Newburgh Police Department will issue press releases regarding Entergy's support of the ShotSpotter gunfire detection system upon grant award notification. That press release will also be distributed via the Department's social media. The Chief of Police will also discuss the funding made available by Entergy to support ShotSpotter in the televised City Council meetings, as well as any news station media requests. Any future press releases regarding the ShotSpotter system will also include information on support for the system being provided by Energy.

If Entergy awards a grant for your project, will you need any Entergy volunteers to assist with it?

No

If you answered "yes" to the above question, how many volunteers will you need, and what tasks will you need them to handle?

Please note that Entergy is NOT guaranteeing at this point that we will provide volunteers. However, if we fund the project and you need volunteers we will try to recruit them.

Involvement of Federal Officials

To the best of your knowledge, are any federal officials being honored at or invited to attend this event or an event related to this project?

No

Name(s) and Title(s) of Federal Official(s)

If you answered "yes" to the above question, please give the name(s) and title(s) of the federal official(s). If you answered "no", enter "N/A."

Role(s) of Federal Official(s)

If you answered "yes" to the above question, please specify the role(s) the federal official(s) have in the event. If you answered "no", enter "N/A."

Project Administrator Contact Information

Contact information of person responsibile for this project.

Project Adminstrator - Prefix
(Mr., Mrs., Ms., Dr., etc.)
Mr.

Project Administrator - First Name
Douglas

Middle Name

Last Name
Solomon

Title
Chief of Police

E-mail
dsolomon@cityofnewburgh-ny.gov

Office Phone
845-569-7357

Extension

Office Fax

RESOLUTION NO.: 96 - 2020

OF

APRIL 13, 2020

A RESOLUTION DECLARING 8 OUTER VEST CARRIERS TO BE SURPLUS EQUIPMENT AND AUTHORIZING SALE TO THE FORMER CITY OF NEWBURGH POLICE OFFICERS AT A COST OF $75.00 PER ITEM

WHEREAS, the City of Newburgh Police Department possesses 8 outer vest carriers worn with bullet proof vests which are no longer of use to the City because the police officers have separated from City service and cannot be re-issued to current City of Newburgh police officers; and

WHEREAS, several former City of Newburgh police officers have expressed an interest in purchasing their outer vest carriers for their continued use and will compensate the City $75.00 per outer vest carrier; and

WHEREAS, this Council has determined that declaring the outer vest carriers to be surplus and selling same to the former City of Newburgh police officers to which they were originally issued is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 8 outer vest carriers be declared surplus and of no further use or value to the City of Newburgh and sold to the former City of Newburgh police officers to which they were originally issued at a cost of $75.00 per item with the proceeds of the disposition of said surplus property be allocated to the City of Newburgh Police Department.

RESOLUTION NO.: ___97___-2020

OF

APRIL 13, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK TO ADD ONE (1) LIEUTENANT POSITION ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the Police Department has advised the City Manager that the department is in need of an additional individual to perform the duties of "Lieutenant" related to the management and supervision of the Patrol Division; and

WHEREAS, the creation of the additional Police Department Lieutenant position will be on a temporary basis and funding for such position will be derived from vacant positions which have not been filled or backfilled; and

WHEREAS, the City Council has determined that adding one Lieutenant position in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the job title "Lieutenant" in the Police Department.