CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
February 8, 2021
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 January 25, 2021
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 16 - 2021 - Contract with Hudson Valley Engineering Associates for Construction Inspection on the Lake Street (Route 32) Bridge Rehabilitation Project

   Resolution authorizing the City Manager to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for construction inspection services related to the Route 32/ Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project BIN No. 2022260 at a cost of $284,441.36.

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Hudson Valley Engineering Associates, P.C. para servicios de inspección de construcción relacionados con la Ruta 32/ Metal Arch Culvert Bridge (Lake Street Bridge) proyecto de rehabilitación BIN N° 2022260 a un costo de $284,441.36.

7. Resolution No. 17 - 2021 - Proposal with McLaren Engineering for Engineering Services in Connection with PIN#8761.57 Lake Street (Route 32) Bridge Rehabilitation Project

   Resolution authorizing the City Manager to accept a proposal and execute an amendment to the agreement with McLaren Engineering Group for professional engineering and construction support services related to the Route 32/ Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project BIN No. 2022260 at a cost of $41,770.00.

   Resolución que autoriza al Gerente Municipal a aceptar una propuesta y ejecutar una enmienda al acuerdo con el Grupo de Ingeniería de McLaren para servicios profesionales de apoyo a la ingeniería y construcción relacionados con el proyecto de Rehabilitación de la Ruta 32/ Puente Metal Arch Culvert (Puente Lake Drive) BIN N° 2022260 a un costo de $41,770.00

8. Resolution No. 18 - 2021 - 2020 Year End Budget Adjustment (For Audit)

   Resolution amending Resolution No: 288-2019, the 2020 Budget for the City of Newburgh, New York for 2020 year end budget transfers and/or amendments to adjust for any items in excess of budget.

   Resolución por la que se modifica la Resolución No: 288-2019, el Presupuesto 2020 para la Ciudad de Newburgh, Nueva York para transferencias presupuestarias de fin de año de 2020 y/o enmiendas para ajustar para cualquier artículo que exceda el presupuesto.

9. Resolution No. 19 - 2021 - Amending the 2021 Personnel Analysis Book

   Resolution amending the 2021 Personnel Analysis Book to add two (2) Assistant Maintenance Mechanic positions on a temporary basis in the City of Newburgh Water Department.

   Resolución por la que se modifica el Libro de Análisis de Personal de 2021 para añadir dos (2) puestos de Mecánico De Mantenimiento Auxiliar de forma temporal en el Departamento de Agua de la Ciudad de Newburgh.

10. Resolution No. 20 - 2021 - 34 Carter Street - Extension of Time to Rehabilitate

    Resolution authorizing an extension of time to rehabilitate the premises known as 34 Carter Street (Section 22, Block 2, Lot 6) in the City of Newburgh until August 31, 2021.

    Resolución que autoriza una prórroga de tiempo para rehabilitar las instalaciones conocidas como 34 Carter Street (Sección 22, Bloque 2, Lote 6) en la Ciudad de Newburgh hasta el 31 de agosto de 2021.

11. Resolution No. 21 - 2021 - 159 West Parmenter Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Edith Rivera to the Premises known as 159 West Parmenter Street (Section 38, Block 3, Lot 8)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y el derecho de reingreso de una escritura emitida a Edith Rivera a las instalaciones conocidas como 159 West Parmenter Street (Sección 38, Bloque 3, Lote 8)

12. Resolution No. 22 - 2021 - To Schedule a Public Hearing and 15-Day Public Comment Period for the FY2020 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER)

    Resolution scheduling the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) public hearing and opening of the 15-day public comment period for Fiscal Year 2020.

    Resolución que programa la audiencia pública y abre el periodo de comentarios públicos por 15 días para el año fiscal 2020 de la Subvención para Bloques de Desarrollo Comunitario (CDBG) Informe Anual de Desempeño y Evaluación (CAPER).

13. Resolution No. 23 - 2021 - To apply for only - NEA Grant for Arts Project

    Resolution authorizing the City Manager to apply for an Art Works Grant from the National Endowment of the Arts in the amount of $25,000.00 with a $25,000.00 match to develop and implement a streamlined government process to support arts in under-utilized spaces.

    Resolución que autoriza al Gerente de la Ciudad a solicitar una Subvención de Obras de Arte de la Fundación Nacional de las Artes por la cantidad de $25,000.00 el cual requiere que se igualen los fondos con $25,000.00 para desarrollar e implementar un proceso gubernamental simplificado para apoyar las artes en espacios infrautilizados.

14. Ordinance No. 1 - 2021 - increasing the penalty for littering and dumping violations

    Ordinance amending Chapter 183, Article I entitled “Littering and Dumping” of the Code of Ordinances of the City of Newburgh increasing the penalties for violations.

    Ordenanza por la que se modifica el Capítulo 183, Artículo I titulado "Littering and Dumping" del Código de Ordenanzas de la Ciudad de Newburgh aumentando las sanciones por violaciones.

15. Resolution No. 24 - 2021 - Community Choice Aggregation

    Resolution scheduling a public hearing for February 22, 2021 to hear public comment concerning “A Local Law Adding Chapter 156 to the Code of

Ordinances of the City of Newburgh entitled “Energy” and enacting Article I entitled “Community Choice Aggregation Energy Program”

Resolución que programa una audiencia pública para el 22 de febrero de 2021 para escuchar comentarios públicos sobre "Una ley local que agrega el Capítulo 156 al Código de Ordenanzas de la Ciudad de Nuevaburgh titulado "Energía" y promulgando el Artículo I titulado "Programa de Energía de Agregación de Opciones Comunitarias"

16. Resolution No. 25 - 2021 - Authorizing a Payment of Claim with Jushawn Stevens

    A resolution authorizing the City Manager to execute a payment of claim with Jushawn Stevens in the amount of $12,500.00.

    Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Jushawn Stevens por el monto de $12,500.00

17. Resolution No. 26 - 2021 - Appointing Joanne Matthews Forbes to Position of City Court Judge

    A resolution appointing Joanne Matthews Forbes to the position of full-time City Court Judge for a term of ten (10) years.

    Resolucion que nombra a Joanne Matthews Forbes al puesto a tiempo completo de Juez de la Corte de la Ciudad por un termino de diez (10) años.

18. Resolution No. 27 - 2021 - Settlement of Reverter Claim

    A resolution authorizing the City Manager or the office of the Corporation Counsel to execute a settlement agreement and related documents in connection with the premises located at 223 Third Street (Section 22, Block 2, Lot 10), 225 Third Street (Section 22, Block 2, Lot 9), and 227 Third Street (Section 22, Block 2, Lot 8)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: __16__ - 2021

OF

FEBRUARY 8, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH HUDSON VALLEY ENGINEERING ASSOCIATES, P.C. FOR CONSTRUCTION INSPECTION SERVICES RELATED TO THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE) REHABILITATION PROJECT BIN NO. 2022260 AT A COST OF $284,441.36

WHEREAS, by Resolution No. 225-2014 of September 8, 2014, the City of Newburgh accepted a proposal and executed an agreement with McLaren Engineering Group for inspection and engineering design services for the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (the "Project"); and

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

WHEREAS, Hudson Valley Engineering Associates, P.C. has submitted a proposal a professional engineering services agreement to provide construction inspection services for the Project at a cost of $284,441.36 with funding for the additional services to be derived from a DASNY grant, the OCTC TIP Reserve Fund, and A.1918.0400 – Grant Match; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for professional engineering and construction inspection services in connection with repairing and rehabilitating the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) BIN No. 2022260 Rehabilitation Project at a cost of $284,441.36.

HVEA ENGINEERS

January 15, 2021

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

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

Dear Mr. Morris:

Attached please find our cost proposal and scope for construction inspection services for the Lake Street Bridge Rehabilitation project. The scope employs the NYSDOT's requirements for federal-aid local projects.

Thank you very much for considering us for the inspection services. We look forward to continuing working with you and the City.

If you have any questions, please call me.

Sincerely,

HVEA Engineers

Jack Gorton, P.E.

Section 9 - Construction Inspection

9.01 Equipment

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

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

9.02 Inspection

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

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

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

9.05 Health and Safety Requirements

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

9.06 Staff Qualifications and Training

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

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering

Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate

Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

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

B. Record Keeping & Payments to the Contractor

1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK).1** The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.

2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **accepta**ble, approve all structural **shop d**rawings.

4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All pr**oject reco**rds must be cataloged, indexed, pa**ckaged, an**d delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to

1 https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information

all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database2.

2 https://www.dot.ny.gov/dotapp/ebo

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.

Estimate award will be March 15, 2021. Estimate HVEA will begin reviewing shop drawings on March 15, 2021.

Estimate construction will begin on April 1, 2021 and will be completed by September 30, 2021.

HVEA will staff the project with:

1 Part time Project Manager
1 Full time Resident/Office Engineer
1 Project Engineer as-needed
1 Full time Inspector

Laptops, printers and other technology items will be provided by the Contractor under the Office Technology item.

HVEA will provide APPIA management software as a direct non-salary cost in this contract.

An 11x17 color scanner/photocopier will be included by the Contractor under the field office item.

High speed internet access will be provided by the Contractor as part of the field office item.

HVEA's Project Engineer will review shop drawings, structural plans, lift plans and submittals.

HVEA will provide nuclear gauge testing for backfilling operations.

HVEA will provide concrete testing for all concrete pours.

Exhibit A, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE ENGINEERING SALARY RATES PRESENT (1/21)	PROJECTED (03/21)	MAX RATE 2021	OVERTIME CATEGORY
Project Manager	VI (A)	$78.28	$78.28	$86.00	A
Resident/Office Engineer	IV (A)	$53.56	$53.56	$68.00	C
Project Engineer	IV (A)	$53.56	$53.56	$72.00	B
Chief Inspector	IV (N)	$48.55	$48.55	$62.00	C
Office Engineer	III (N)	$46.35	$46.35	$56.74	C
Senior Inspector	III (N)	$42.23	$42.23	$53.00	C
Inspector	II (N)	$35.02	$35.02	$40.38	C

OVERTIME POLICY

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

Exhibit A, Page 2
Staffing Table

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

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

1. TRAVEL

a) On-Job Travel -

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

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

SUBTOTAL, TRAVEL $730.80

b) Material Testing - as needed

SUBTOTAL, MATERIAL TESTING $15,000.00

c) Construction Management Software

13 inspector Months - Appia Construction Estimating Software @ $158.33 per month $2,058.29

1 Inspectors *6 month project = 6
1 Resident/Office thru close out *7 month project = 7

SUBTOTAL, SOFTWARE $2,058.29

TOTAL DIRECT NON-SALARY COST $17,789.09

Exhibit C
Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	$109,427.20
Item IA, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	$700.40
Item II, Direct Non-Salary Cost (estimated) subject to audit	$17,789.09
Item III, Overhead, 117% subject to audit	$128,029.82
Item IV, Fixed Fee (12%) (applied to Items IA & III)	$28,494.84
Total:	**$284,441.36**

RESOLUTION NO.: __17__ - 2021

OF

FEBRUARY 8, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AMENDMENT TO THE AGREEMENT WITH MCLAREN ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION SUPPORT SERVICES RELATED TO THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE) REHABILITATION PROJECT BIN NO. 2022260 AT A COST OF $41,770.00

WHEREAS, by Resolution No. 225-2014 of September 8, 2014, the City of Newburgh accepted a proposal and executed an agreement with McLaren Engineering Group for inspection and engineering design services for the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (the "Project"); and

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

WHEREAS, by Resolution No. 264-2018 of September 24, 2018, the City of Newburgh accepted a proposal and executed an amendment to the agreement with McLaren Engineering Group for professional engineering and construction support services, including certain design and pre-bid requirements required by the New York State Department of Transportation, for the Project; and

WHEREAS, McLaren Engineering Group has submitted a proposal for an amendment to the professional engineering services agreement for the bid phase of the Project to include construction support services, shop drawing review and contractor support, at a cost of $41,770.00 with funding for the additional services to be derived from a DASNY grant, the OCTC TIP Reserve Fund, and A.1918.0400 – Grant Match; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract amendment with McLaren Engineering Group for professional engineering and construction support services in connection with repairing and rehabilitating the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) BIN No. 2022260 Rehabilitation Project at a cost of $41,770.00.

Arts, Entertainment & Exhibits
Ports, Coastal & Waterfront
Real Estate Development
Public Infrastructure
Transportation
Government
Healthcare
Education
Industrial
Energy

January 18, 2021

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

Re: Rehabilitation of Route 32 Bridge/Culvert over Quassaick Creek (Lake Street Bridge)
BIN 2022260, City of Newburgh, NY
McLaren File No. 140246

Dear Mr. Morris, Email: JMorris@cityofnewburgh-ny.gov

As requested, M. G. McLaren Engineering and Land Surveying P.C. (McLaren) is pleased to provide the City of Newburgh our proposal for a contract amendment to perform construction support for the rehabilitation of Route 32 Bridge/Culvert over Quassaick Creek in the City of Newburgh.

The City of Newburgh contracted with McLaren to provide professional engineering services for the Lake Street bridge over the Quassaick Creek. The plans have been accepted by the NYSDOT and are ready for contract advertisement. McLaren will continue to support the City in the delivery of this project, providing the following services:

1) Provide support, as requested by the City, during the bid phase of the project.
2) Provide construction support services, including assistance resolving technical issues, shop drawing review, and addressing contractor requests for information.

Please note that it is our understanding that the City will engage the services of another firm for the following work, and therefore, we have excluded it from our proposal:

1) Construction Management Plan
2) Construction inspection services
3) Contract closeout and as-built plans

McLaren proposes that an hourly, not to exceed contract amendment be executed to allow for these services. For purposes of the estimate, we assume that the construction award will be in spring 2021, construction duration will be approximately four months, and construction completion by October 31, 2021. An estimated fee for each task is shown below:

M.G. McLaren Engineering and Land Surveying, P.C.
530 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
Phone (201) 775-6000

e-mail: mgmclaren@mgmclaren.com
On the web: www.mgmclaren.com

Offices: New York, New Jersey, Maryland, Florida, Connecticut, California, Georgia, Pennsylvania

Licensed in:
Alabama•Alaska•Arizona•Arkansas•California•Colorado•Connecticut• Delaware• District of Columbia• Florida• Georgia• Hawaii• Idaho• Illinois
Indiana•Iowa•Kansas•Kentucky•Louisiana•Maine•Maryland•Massachusetts•Michigan•Minnesota•Mississippi•Missouri•Montana•Nebraska
Nevada•NewHampshire•New Jersey•New Mexico•New York•North Carolina•Ohio•Oklahoma•Oregon•Pennsylvania•Puerto Rico•Rhode Island
So.Carolina•So.Dakota•Tennessee•Texas•Trinidad & Tobago•Utah• USVI• Vermont• Virginia• Washington• West Virginia• Wisconsin• Wyoming

Task	Estimated Fee
1 - Bid Support Services	$15,120
2 - Construction Support Services	$26,400
Direct Expenses (Travel)	$250
Total	$41,770

Fees for the above services, and additional services will be performed at the hourly rates as shown below:

CEO/President	$295/hr	Staff Engineer	$115/hr	Project Administrator	$ 80/hr
Sr. Vice President	$275/hr	Engineer I/II	$105/hr	Intern	$ 65/hr
Vice President	$250/hr	CAD/BIM Director	$150/hr	Principal Surveyor	$195/hr
Technical Director	$225/hr	CAD/BIM Mgr	$140/hr	Lead Survey Tech Specialist	$175/hr
Principal	$215/hr	Sr. CAD/BIM Tech.	$125/hr	Associate Surveyor	$150/hr
Lead Tech. Specialist	$195/hr	Proj. CAD/BIM Tech.	$100/hr	Senior Surveyor	$125/hr
Senior Associate	$185/hr	CAD/BIM Tech	$ 75/hr	Survey Crew Chief	$105/hr
Associate	$175/hr	Proj Tech Designer	$130/hr	Survey Technician	$ 90/hr
Tech. Spec/Sr. Engineer	$155/hr	Staff Tech Designer	$115/hr	Dive Supervisor/PE Diver	$185/hr
Project Manager	$155/hr	Technical Designer	$105/hr	Technician Diver	$165/hr
Project Engineer	$130/hr	Project Coordinator	$ 90/hr	Dive Tender	$140/hr

McLaren is committed to providing the highest level of service to the City for this project in the most cost-effective manner possible. As we have in the past, we will continue to look for cost saving opportunities as the project advances through construction.

Please do not hesitate to contact me or Jim Bridges if have any questions or require additional information.

Very truly yours,

The Office of
M.G. McLaren, Engineering and Land Surveying. P.C.

Gerard J. Bartucci, PE
Vice President - Bridge/Highway/Rail

cc: MGM/RLW/DFB/WJM/GJB/JPB – Internal

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RESOLUTION NO.: 18 - 2021

OF

FEBRUARY 8, 2021

**RESOLUTION AMENDING RESOLUTION NO: 288-2019,
THE 2020 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
FOR 2020 YEAR END BUDGET TRANSFERS AND/OR AMENDMENTS
TO ADJUST FOR ANY ITEMS IN EXCESS OF BUDGET**

WHEREAS, all 2020 budget lines ending in excess of appropriation can be covered by other 2020 budget lines ending with funds remaining, which requires a budget amendment but no increase in excess of the total annual appropriation; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

2020 Council Transfer

GL Account	Description	Decrease Budget	Increase Budget
	General Fund		
City Manager			
A.1230.0455.0001	Consultant Services Newburgh Facilities Master Plan	$61,032.81	
Expense of Property Acquired			
A.1364.0448	Other Services		
A.1364-0490	Prop Acq/Taxes & Search	$95,366.42	
Municipal Buildings			
A.1620.0422	Gas & Electric	$192,299.81	
Information Systems			
A.1680.0453	Dues & Subscriptions	$25,509.03	
A.1680.0491	WEB Services	$38,031.41	
Police Department			
A.3120.0860.0001	Health Insurance-Retirees	$274,048.93	

GL Account	Description	Decrease Budget	Increase Budget
	General Fund		
Assessor			
A.1355.0496	Tax Certiorari		$3,569.77
Records Management			
A.1460.0448	Other Services		$672.00
Fire Department			
A.3412.0103	Fire-Overtime		$670,858.53
Architectural Review Committee			
A.8041.0462	Legal Ads		$1,188.11
TOTAL GENERAL FUND:		**$(676,288.41)**	**$676,288.41**
	Sewer Fund		
Sanitary Sewers			
G.8120.0101	Salary	$9,773.88	
Special Items			
G.1900.1987	Prior Year Expenditures		$9,773.88
TOTAL SEWER FUND:		**$ (9,773.88)**	**$9,773.88**
GRAND TOTAL COUNCIL TRANSFER:		**$(686,062.29)**	**$686,062.29**

2020 Council Transfer

GL Account	Description	Decrease Budget	Increase Budget
	General Fund		
City Manager			
A.1230.0455.0001	Consultant Services - Newburgh Facilities Master Plan	$ (61,032.81)	
Expense of Property Acquired			
A.1364.0448	Other Services		
A.1364.0490	Prop Acq/Taxes and Search	$ (95,366.42)	
Municipal Buildings			
A.1620.0422	Gas and Electric	$ (192,299.81)	
Information Systems			
A.1680.0453	Dues & Subscriptions	$ (25,509.03)	
A.1680.0491	WEB Services	$ (28,031.41)	
Police Department			
A.3120.0860.0001	Health Insurance - Retirees	$ (274,048.93)	
Assessor			
A.1355.0496	Tax Certiorari		$ 3,569.77
Records Management			
A.1460.0448	Other Services		$ 672.00
Fire Department			
A.3412.0103	Fire - Overtime		$ 670,858.53
Architectural Review Committee			
A.8041.0462	Legal Ads		$ 1,188.11
	Total General Fund	$ (676,288.41)	$ 676,288.41
	Sewer Fund		
Sanitary Sewers			
G.8120.0101	Salary	$ (9,773.88)	
Special Items			
G.1900.1987	Prior Year Expenditures		$ 9,773.88
	Total Sewer Fund	$ (9,773.88)	$ 9,773.88
	Grand Total of Council Transfer	$ (686,062.29)	$ 686,062.29

FUND	ACCOUNT NO	ACCOUNT DESCRIPTION	Sum of YTD AVAILABLE BALANCE	
A	**A.1355.0496**	TAX CERTIORARI	$	(3,569.77)
	A.1460.0448	OTHER SERVICES..	$	(672.00)
	A.3412.0103	OVERTIME..	$	(670,858.53)
	A.8041.0462	LEGAL NOTICES..	$	(1,188.11)
G	**G.1900.1987**	PRIOR YEAR EXPENDITURES	$	(9,773.88)
Grand Total			**$**	**(686,062.29)**

Note 2 - Stewardship, Compliance and Accountability (Continued)

G. Expenditures in Excess of Budget

The following functional expenditure categories exceeded budgetary authorization by the amounts indicated.

Unified City Court	$	48,143
Assessment		4,340
Corporation Counsel		128,775
Municipal buildings		61,073
Data processing		59,333
Metropolitan commuter transportation mobility tax		478
Special Items		
Auditing services		7,700
Judgments and claims		9,328
Police		492,278
Fire		519,880
Historian		40
Celebrations		606
Debt Service		
Interest		
Bond anticipation notes		10,863
Other Financing Sources		
Transfers out		
Capital Projects Fund		5,000

Note 3 - Detailed Notes on All Funds

A. Taxes Receivable

Taxes receivable at December 31, 2019 consisted of the following:

City, County and School District taxes	$	4,586,042
Property acquired for taxes		1,102,091
Subtotal		5,688,133
Allowance for uncollectible amounts		(2,123,656)
Net Taxes Receivable	$	3,564,477

Taxes receivable are partially offset by deferred tax revenues of $3,295,551, which represents the portion of the receivable which will not be collected within the first sixty days of the subsequent year.

RESOLUTION NO.: ___19___-2021

OF

FEBRUARY 8, 2021

A RESOLUTION AMENDING THE 2021 PERSONNEL ANALYSIS BOOK TO ADD TWO (2) ASSISTANT MAINTENANCE MECHANIC POSITIONS ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH WATER DEPARTMENT

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

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

WHEREAS, the City Council has determined that adding two temporary Assistant Maintenance Mechanic positions in the Water Department is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2021 be amended to add two (2) additional positions on a temporary basis in the job title "Assistant Maintenance Mechanic" in the Water Department.

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RESOLUTION NO. 20 - 2021

OF

FEBRUARY 8, 2021

A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO REHABILITATE THE PREMISES KNOWN AS 34 CARTER STREET (SECTION 22, BLOCK 2, LOT 6) IN THE CITY OF NEWBURGH UNTIL AUGUST 31, 2021

WHEREAS, the City of Newburgh did convey the premises located at 34 Carter Street, more accurately described as Section 22, Block 2, Lot 6 on the Official Tax Map of the City of Newburgh, by deed dated February 8, 2019; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about August 8, 2020; and

WHEREAS, the owner of the property, 34 Carter Realty Partners, LLC, stated it would be unable to comply with the August 8, 2020 deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant an extension of time to rehabilitate the premises;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 34 Carter Realty Partners, LLC be granted an extension to rehabilitate the premises known as 34 Carter Street in the City of Newburgh until August 31, 2021.

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CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550
Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Joseph P. Donat, City Manager

CC: Michele Kelson, Corporation Counsel
Alexandra Church, Director of Planning and Development

FROM: Felix Medina, Jr., Code Officer

DATE: January 21, 2021

SUBJECT: 34 Carter Street, Request for Extension to Rehabilitate

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I reviewed the property file. The property owner was issued a permit to demolish the existing building on the property on December 1, 2020. The property owner completed the demolition and the permit was closed on December 21, 2020.

The property owner then was issued permits from the Department of Code Compliance for residential rehabilitation, residential repair, street opening, plumbing, and electrical. Those permits are open and active.

I performed a site inspection of the property on January 15, 2021. The project is progressing at a good pace and is about sixty percent complete. The property owner's request for a 6-8 month extension is reasonable.

Thank you,

Felix Medina, Jr.

From: Kohl, David
To: Kaufman, Jeremy
Subject: Extension Request for 34 Carter Street
Date: Tuesday, January 26, 2021 3:57:10 PM

Extension Request for 34 Carter Street

I strongly recommend that the City Council grant the extension request made by Eulogio and Felderi Santiago (34 Carter Realty Partners, LLC) for additional time to complete their work at 34 Carter Street.

In the past few years, the Santiagos have successfully completed the renovation of several formerly City-owned properties. Many of the properties have been challenging (i.e., 9 Carson Avenue and 82 Carson Avenue), yet they finished them in a timely manner.

34 Carter Street was a more complicated process, compounded by the time-consuming effects of the COVID-19 pandemic. The original building at 34 Carter Street – an eyesore for the neighborhood – had to be demolished, and a new building erected. But once construction began on the new building, the Santiagos have moved swiftly to accelerate the project. Even at their current pace, they still require more time.

Therefore, I would recommend an extension, as requested, until August 31, 2021.

David

David Kohl
Economic Development Specialist
City of Newburgh
Planning & Development
123 Grand Street, 1st Floor
Newburgh, NY 12550
(845)-569-7387

RESOLUTION NO.: ___21___-2021

OF

FEBRUARY 8, 2021

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO EDITH RIVERA TO THE PREMISES KNOWN AS 159 WEST PARMENTER STREET (SECTION 38, BLOCK 3, LOT 8)

WHEREAS, on January 24, 2001, the City of Newburgh conveyed property located at 159 West Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 8, to Edith Rivera; and

WHEREAS, Ms. Rivera's attorney has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, and 6 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 159 West Parmenter Street, Section 38, Block 3, Lot 8 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed dated January 24, 2001, from THE CITY OF NEWBURGH to EDITH RIVERA, recorded in the Orange County Clerk's Office on _____, in Liber _____ of Deeds at Page _____ and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ___-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.:_____22_____ - 2021

OF

FEBRUARY 8, 2021

**A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD FOR FISCAL YEAR 2020**

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

WHEREAS, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2020 shall commence on February 23, 2021 and close on March 10, 2021; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2020; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 22nd day of February, 2021; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the February 22, 2021 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the Consolidated Annual Performance and Evaluation Report (CAPER)as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_Ls3H6j2fRkKCKoMbhsaLLw. Please note that there is an underscore between the "N" and "L").

To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_Ls3H6j2fRkKCKoMbhsaLLw. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, February 22, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Although several projects were placed on-hold due to the Coronavirus Pandemic, the City of Newburgh was still able to carry out several projects in 2020:

In Rem Property Program: Maintenance of the habitability of 100 residential properties returned to the City of Newburgh through the foreclosure process.

Neighborhood Services: Neighborhood Services project fo the "Socially-Distanced" Summer Film Festival.

Park Improvements: Park signage for "Socially-Distanced" activities.

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers, report preaparation, Spanish translation and interpretation services and salary of the Director of Community Development.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Administration	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%

Economic Development	Non-Housing Community Development Economic Development	CDBG: $	Facade treatment/business building rehabilitation	Business	3	0	0.00%	3	0	0.00%
Economic Development	Non-Housing Community Development Economic Development	CDBG: $	Businesses assisted	Businesses Assisted	15	0	0.00%			
Economic Development	Non-Housing Community Development Economic Development	CDBG: $	Other	Other	0	0		1	0	0.00%
Housing	Affordable Housing	CDBG: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	100	100	100.00%	80	100	125.00%
Infrastructure Improvements	Non-Housing Community Development Infrastructure Improvements	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	0	0.00%	28000	0	0.00%
Quality of Life Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	0	0.00%			

Quality of Life Improvements	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	1500	150.00%	500	500	100.00%
Quality of Life Improvements	Non-Housing Community Development	CDBG: $	Other	Other	0	0		1000	1000	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Priority Needs

Note: Due to the Coronavirus Pandemic, several scheduled projects were placed on-hold:

Housing: The In Rem property team provided maintenance of the habitability of 100 residential properties returned to the City of Newburgh through the foreclosure process. This project meets several goals, including preserving housing stock and reducing slum and blight.

Quality of Life -Public Services: Neighborhood Services provided a much-needed "Socially-Distanced" Summer Film Festival.This program provides public service outreach as well activities for youth.

Quality of LIfe - Park Improvements: Installation of park signage to encouage socially-distanced activities.

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers, report preaparation, Spanish translation and interpretation services and salary of the Director of Community Development.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	500
Black or African American	500
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**1,000**
Hispanic	500
Not Hispanic	500

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data in Table 2 is approximate. Of the families and individuals participating in the Neighborhood Services "Socially Distanced" Summer Film Festival, 70% were minorities. The City of Newburgh Summer Film Festival was open to all City of Newburgh residents. However, in order to reach as many low-income families who may have transportation restrictions, as well as provide a socially-distanced location, the festival was held at the Ann St. Parking Lot, located between Ann St. and Washington St., in Census Tract 5.0. This is a walkable location on the East-End of the City of Newburgh, a target area for low-income activities. The festival was attended by families and individuals, approximately 80% minority.

The In Rem Project assisted the following ethnic groups: 39% Latino or Hispanic, 61% Not-Hispanic or Latino. The racial categories assisted by the In Rem Project include: 6% Asian, 14% Black or African American, 77% White, 2% identify as Other.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	872,788	416,621

Table 3 - Resources Made Available

Narrative

$416,620.85 was expended for activities during the 2020 program year. Note: Due to the Coronavirus Pandemic, several planned projects we placed on-hold, including the Ann St./Liberty St. Sidewalk Repair project.

"Other" Funds include $23,686.27 expended as part of the CARES Act CDBG-CV allocation. This funding was expended on a Food Security Project through the Newburgh Urban Farm & Food Inititative (NUFFI).

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tracts 4 & 5	70	70	In Rem Property Project, Summer Film Festival
City Wide	30	30	In Rem Property Project, Summer Film Festival

Table 4 – Identify the geographic distribution and location of investments

Narrative

The majority of the CDBG projects took place in Census Tracts 4 and 5, including the "Socially-Distanced" Summer Film Festival.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Complete Streets, Liberty Street Streetscape and Sidewalk Project: The City of Newburgh was awarded a Transportation Alternatives Program (TAP) grant from the New York State Department of Transportation in the amount of $400,000.00. The funds are to be used for a (new) complete street oriented streetscape design replacement of one block of City sidewalks in the heart of the City of Newburgh's Historic downtown, along Liberty St, between Broadway and Ann Street. Community Development Block Grant (CDBG) funding is used to match the TAP funds.

ADA Curb Cuts: The "ADA Curb Cuts" project is part of a larger City of Newburgh street improvement project. Street paving funds are provided through the New York State Consolidated Local Street and Highway Improvement Program (CHIPS) program. Federal (CDBG) funds are used for the ADA Curb Cut compliance portion of the project.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	3	1
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**3**	**1**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	1
Number of households supported through Acquisition of Existing Units	0	0
Total	**3**	**1**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

After evaluating the previous City of Newburgh CDBG-funded Emergency Homeowner Repair program, it was detemined that a previous Emergency Homeowner Repair program was not meeting home-owner needs. In 2020, the Emergency Homeowner Repair Program was re-introduced.

In 2018, the City of Newburgh Water Department was awarded $544,000.00 from the New York State

NYS) Department of Health (DOH) in order to identify and replace lead water service lines from the City of Newburgh's water main to the Homeowner's water meter. This funding was used to create the City of Newburgh Lead Service Line Replacement Program (LSLRP). In 2020, as part of the larger LSLRP, the City of Newburgh offered a Homeowner Emergency Lead Line Repair program for low-moderate income residents for emergency lead water service line repairs. 1 low-moderate income homeowner was served through the program in 2020.

Discuss how these outcomes will impact future annual action plans.

The City of Newburgh will consider an increase in program funding as the program has been successful in assisting homeowners with lead service line replacement needs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	1	0
Moderate-income	0	0
Total	**1**	**0**

Table 7 – Number of Households Served

Narrative Information

In 2020, the City of Newburgh offered an Emergency Homeowner Lead Line Assistance program as part of the larger City of Newburgh LSLRP. The one year goal was to assist at least 3 income-qualified homeowner with lead line replacement. 1 homeowner was assisted.

A Homeowner Repair program has been funded for 2021. It is anticipated that the City of Newburgh Water Department will receive additional LSLRP funding from the NYS DOH. If needed, the Homeowner Repair program will fund additional low-moderate homeowner lead service line replacements, in the event that the NYS DOH funds are depleted.

After review of homeowner assistance needs in the City of Newburgh, it was determined that most homes in need of repair have multiple issues. For example, the home may have hole in the roof, in addition to broken front step railings.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Newburgh Ministry provides a homeless shelter on Johnston St. Social service assistance, as well as healthcare is provided. In conjunction with the ESPRI-funded "Fragile Economies" project, the Newburgh Ministry provides financial stability assistance, as well as improved health and wellness and resiliency through peer coaching to several at-risk families in the City of Newburgh.

In 2020, the Newburgh Ministry also operated a seasonal walk-in shelter at a City of Newburgh-owned building, 104 S. Lander St. Social Service assistance was provided to the walk-in guests of the shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

City of Newburgh partners with services such as Regional Economic Community Action Program (RECAP) and Orange County Department of Social Services to address emergency shelter and transitional housing needs of homeless persons. Other partners include Safe Harbors of the Hudson, the Newburgh Ministry and a growing number of organizations providing services to the formerly incarcerated.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Social service agencies and organizations in the City of Newburgh such as Exodus Transitional Community, Bridges of New York and Renwick Recovery, Inc., work to address and promote programs for vulnerable persons and families. In 2017, the NYS Governor's Office commenced the Empire State Poverty Reduction Initiative (ESPRI). ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare and wellness. The focus of ESPRI 2020 was to continue implementation of several support projects, including the "Fragile Economies Project."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

RECAP and Orange County Department of Social Services address the housing transition needs for homeless indiviuals and families, as do a growing number of service organizations, such as Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc. and Project L.I.F.E.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

City of Newburgh staff continue to meet with the Director of the Newburgh Housing Authority (NHA) on a regular basis regarding any public housing needs. All CDBG programs and City of Newburgh jobs are advertised at the NHA site.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The "City of Newburgh - Housing Resource Guide" and information on how to apply for an fianance a City-owned property are shared with public housing residents. The Newburgh Community Land Bank has been awarded funding through the New York State Attorney General for a “Neighbors for Neighborhoods” Affordable Rental Housing Program. The purpose of the program is to encourage neighborhood residents to rehabilitate properties in their own neighborhood, and maintain the property as affordable rental housing.

Actions taken to provide assistance to troubled PHAs

This section is not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Newburgh supports affordable housing throughout the City of Newburgh. Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility. The City of Newburgh Zoning is reviewed regularly to identify barriers to affordable housing projects.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Newburgh has a population in which at least 50% identify as Latinx. Spanish interpretation is provided at CDBG-related meetings (ex. Public Hearings). Spanish translation and dissemination of program materials into Spanish, as well as in English, is required by the City of Newburgh under the Language Access Plan. "La Voz" provides Spanish language announcements for City of Newburgh residents.

The City of Newburgh has contracted with Language Link to provide additional language translation and interpretation services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Coordination bewtween Lead Safe Orange and City of Newburgh Code Compliance of City of Newburgh-owned properties.
The City of Newburgh is planning to apply for a Lead remediation grant through HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH).

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2017, the NYS Governor’s Office commenced the Empire State Poverty Reduction Initiative (ESPRI) in the City of Newburgh. The City of Newburgh ESPRI is managed by United Way of Dutchess-Orange Region.

ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare and wellness. The focus of ESPRI 2020 was to continue implementation of the Newburgh Ministry managed "Fragile Economies Project." The Fragile Economies Project aims to help low income families achieve financial goals and establish a savings cushion to help with life's unexpected events and emergencies. Families work with peer coaches to set goals, create an action plan, and stay on track. Families are connected to support where needed.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility. In addition, the City of Newburgh has developed a more streamlined land use board process, to enhance accessibility.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Newburgh takes a lead in the Newburgh Housing Coalition, which includes Habitat for Humanity of Greater Newburgh, PathStone (HUD Homeowner training), Orange County Social Services, Safe Harbors of the Hudson and the Newburgh Community Land Bank. The City of Newburgh also participates in the Orange County Housing Planning Committee, which has even broader outreach and member organizations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Homeownership preparation and training through Pathstone, Independent Living and Habitat for Humanity of Greater Newburgh. Introduction of Tenants Responsiblities and accompanying public workshops are also provided.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Newburgh CDBG Advisory Group, comprised of several residents of the City of Newburgh recommended by the City Council, reviews proposed Activities for current and future Annual Action Plans. Members of the CDBG Advisory Group receive CDBG program updates. Activities are reviewed using the exhibits found in the CPD Monitoring Handbook. The “Guide for Review of Eligibility” as well as the guides for review of National Objectives, are used as Activities are selected and subsequently set-up.

In order to provide better outreach to minority-owned and women-owned businesses, a Section 3 and minority/women-owned business Workshop was held in 2020. The workshop was co-sponsored by the Small Business Administration (SBA), through renewed the SBA/City of Newburgh Co-Sponsorship Agreement. Additonal partners for the workshop included HUD and the Orange County Employment & Training. Additional workshops are planned for 2021, including a "Business Basics Bootcamp," as well as a low-income City of Newburgh resident "On-the-Job" training program.

A joint Planning and Development/Community Development/Grants Administration meeting is held bi-weekly in order to ensure that the CDBG program is in align with other City of Newburgh community needs. In addition, the whole CDBG program is monitored for “Timeliness” using a spreadsheet, which tracks Activity spending, as well as Public Service and Administration caps.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In compliance with City of Newburgh procedures, the Notice of a 15-Day Public Comment Period for the 2020 CAPER was submitted to 4 local newspapers as well as a Spanish language publication/social media. The newspapers include the Times Herald Record, Orange County Post, Hudson Valley Press and the Times Community Papers (Mid-Hudson Times). La Voz provides Spanish language outreach for the 2020 CAPER.

The 2020 CAPER Public Hearing is scheduled for 02/22/2021. The 2020 CAPER will be available for public comment from 02/23/2021 - 03/10/2021.

The 2020 CAPER will be posted on the City of Newburgh website. Hard-copies of the CAPER will be available at City of Newburgh, City Hall, 83 Broadway, in the City of Newburgh Clerk's Office and in the City of Newburgh Department of Planning & Development office, 123 Grand St., and at the Newburgh Free Library, 124 Grand St.

The 2020 CAPER will also be distributed to the Community Development Block Grant [Citizens] Advisory Group.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the City of Newburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the City of Newburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

FY 2020 Community Development Block Grant (CDBG): Consolidated Annual Performance and Evaluation Report (CAPER)

Department of Planning & Development
February 2021

EQUAL HOUSING OPPORTUNITY

Consolidated Annual Performance and Evaluation Report (CAPER)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- The primary purpose of the CAPER is to report on accomplishments of funded activities within the program year and to evaluate the grantee's progress in meeting one-year goals described in the Annual Action Plan and long-term goals described in the Consolidated Plan.

- Also provides grantees an opportunity to evaluate the effectiveness of their programs.

EQUAL HOUSING OPPORTUNITY

Consolidated Annual Performance and Evaluation Report (CAPER)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- The CAPER is submitted to the United States Department of Housing and Urban Development (HUD) within 90 days after the end of its program year.

- Submitted to HUD through the Integrated Disbursement and Information System or “IDIS.”

EQUAL HOUSING OPPORTUNITY

FY2020: Year 1 of the 5 Year Plan
2020 - 2024

EQUAL HOUSING OPPORTUNITY

Summary of FY2020 Projects/Activities

EQUAL HOUSING OPPORTUNITY

FY2020 Projects/Activities

- Housing
- Park Improvements
- Neighborhood Services
- Administration

EQUAL HOUSING OPPORTUNITY

FY2020 Projects/Activities

In Rem Property Project
Priority Need Supported: Housing

Summary:

- 3 City of Newburgh employees
- In Rem Property Team maintained the habitability of 100 properties returned to the City of Newburgh through the foreclosure process.

Activities included:

- Securing properties/Adding New locks
- Light property maintenance such as mowing, snow removal

- CDBG In Rem Property Spent in 2020: $162,418.00

EQUAL HOUSING OPPORTUNITY

FY2020 Projects/Activities

Park Improvements Project
Priority Need Supported: Quality of Life

Summary:

- Project

Activities included:

- Park Improvements

- CDBG Park Improvements Funding Spent in 2020: $1,085.00

EQUAL HOUSING OPPORTUNITY

FY2020 Projects/Activities

Neighborhood Services Project
Priority Need Supported: Quality of Life

Summary: Neighborhood Services activities in the City of Newburgh.

- Social Distanced Summer Film Festival: Outreach to approximately 1,000 film attendees over 6 weeks.

- CDBG Neighborhood Services Funds spent in 2020: $14,705.06

EQUAL HOUSING OPPORTUNITY

FY2020 Projects/Activities

Administration

Summary: Supports the Administrative activities for the Community Development Block Grant, including salary and benefits for the Director of Community Development, as well as public notice and mail costs, Spanish interpretation and translation.

CDBG Administration Funds spent in 2020: $142,928.33

EQUAL HOUSING OPPORTUNITY

FY2020 Projects/Activities
"CDBG CV"

Additional allocation received under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to fund the following projects:

Food Security
Emergency Income Payments (Rent)
Grant Administration

EQUAL HOUSING OPPORTUNITY

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	387,060.38
02 ENTITLEMENT GRANT	872,788.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,259,848.38
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	294,218.26
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	294,218.26
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	142,928.33
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	(72,354.24)
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	364,792.35
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	895,056.03
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	294,218.26
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	294,218.26
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	14,705.06
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	14,705.06
32 ENTITLEMENT GRANT	872,788.00
33 PRIOR YEAR PROGRAM INCOME	683,029.37
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,555,817.37
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	0.95%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	142,928.33
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	(19,794.17)
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	123,134.16
42	ENTITLEMENT GRANT	872,788.00
43	CURRENT YEAR PROGRAM INCOME	0.00
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	872,788.00
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.11%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	13	577	6340939	Park Improvements	03F	LMA	$3,200.00
2018	4	581	6403063	Park Improvements	03F	LMA	$6,060.25
2019	3	586	6387716	Park Improvements	03F	LMA	$691.31
2019	3	586	6394883	Park Improvements	03F	LMA	$393.69
					03F	Matrix Code	$10,345.25
2019	2	585	6344064	Complete Streets Program	03K	LMA	$23,700.00
2019	2	585	6360826	Complete Streets Program	03K	LMA	$260.00
2020	2	596	6412314	Complete Streets Project	03K	LMA	$16,284.80
					03K	Matrix Code	$40,244.80
2018	1	583	6355183	Public Facilities Improvements	03Z	LMA	$1,479.14
					03Z	Matrix Code	$1,479.14
2019	4	587	6347594	Community Policing/Neighborhood Services	05D	LMC	$1,000.00
2020	5	598	6412314	Neighborhood Services - Summer Film Festival	05D	LMC	$7,459.52
2020	5	598	6421911	Neighborhood Services - Summer Film Festival	05D	LMC	$2,627.38
2020	5	598	6436919	Neighborhood Services - Summer Film Festival	05D	LMC	$3,618.16
					05D	Matrix Code	$14,705.06
2019	5	588	6360826	Homeowner Assistance Project	14A	LMH	$14,000.00
2019	5	588	6412314	Homeowner Assistance Project	14A	LMH	$5,500.00
2019	5	588	6415328	Homeowner Assistance Project	14A	LMH	$1,800.00
					14A	Matrix Code	$21,300.00
2018	2	579	6337999	In Rem Property Program	14J	LMH	$4.75
2018	2	579	6344749	In Rem Property Program	14J	LMH	$100.00
2018	2	579	6355183	In Rem Property Program	14J	LMH	$47.98
2018	2	579	6359834	In Rem Property Program	14J	LMH	$244.99
2018	2	579	6370772	In Rem Property Program	14J	LMH	$59.85
2018	2	579	6405899	In Rem Property Program	14J	LMH	$29.18
2018	2	579	6430791	In Rem Property Program	14J	LMH	$24.99
2019	1	584	6344064	In Rem Property Project	14J	LMH	$45,349.49
2020	1	594	6412314	In Rem Property Project	14J	LMH	$118,632.23
2020	1	594	6421911	In Rem Property Project	14J	LMH	$16,737.64
2020	1	594	6436919	In Rem Property Project	14J	LMH	$24,912.91
					14J	Matrix Code	$206,144.01
Total							$294,218.26

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	**Activity to prevent, prepare for, and respond to Coronavirus**	Activity Name	**Grant Number**	**Fund Type**	Matrix Code	National Objective	**Drawn Amount**
2019	4	587	6347594	No	Community Policing/Neighborhood Services	B19MC360119	EN	05D	LMC	$1,000.00
2020	5	598	6412314	No	Neighborhood Services - Summer Film Festival	B20MC360119	EN	05D	LMC	$7,459.52
2020	5	598	6421911	No	Neighborhood Services - Summer Film Festival	B20MC360119	EN	05D	LMC	$2,627.38
2020	5	598	6436919	No	Neighborhood Services - Summer Film Festival	B20MC360119	EN	05D	LMC	$3,618.16
								05D	Matrix Code	$14,705.06
				No	Activity to prevent, prepare for, and respond to Coronavirus					$14,705.06
Total										$14,705.06

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	**Drawn Amount**
2018	6	578	6341704	Administration	21A		$467.50
2018	6	578	6355183	Administration	21A		$192.34
2018	6	578	6357059	Administration	21A		$25.41
2018	6	578	6364266	Administration	21A		$209.54
2018	6	578	6421911	Administration	21A		$20.20
2019	6	589	6344064	Administration	21A		$19,326.67
2019	6	589	6355183	Administration	21A		$391.30
2019	6	589	6376290	Administration	21A		$799.00
2019	6	589	6377192	Administration	21A		$1,083.80
2019	6	589	6421911	Administration	21A		$929.80
2020	6	593	6412314	Administration	21A		$74,750.90
2020	6	593	6421911	Administration	21A		$8,799.02
2020	6	593	6436919	Administration	21A		$15,407.11
2020	6	593	6448606	Administration	21A		$20,525.74
					21A	Matrix Code	$142,928.33
Total							$142,928.33

PR26 - Activity Summary by Selected Grant
Date Generated: 02/04/2021
Grantee: NEWBURGH
Grant Year: 2020
Formula and Competitive Grants only

Total Grant Amount for 2020 Grant year = $872,788.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NY	NEWBURGH	2020	B20MC360119	Administrative And Planning	21A		593	No	Open	$132,666.30	$120,368.77		$132,666.30	$120,368.77
				Total Administrative And Planning						$132,666.30	$120,368.77	13.79%	$132,666.30	$120,368.77
NY	NEWBURGH	2020	B20MC360119	Economic Development	14E	LMA	599	No	Open	$27,791.30	$0.00		$27,791.30	$0.00
				Total Economic Development						$27,791.30	$0.00	0.00%	$27,791.30	$0.00
NY	NEWBURGH	2020	B20MC360119	Housing	14A	LMH	595	No	Open	$51,674.78	$0.00		$51,674.78	$0.00
NY	NEWBURGH	2020	B20MC360119	Housing	14J	LMH	594	No	Open	$227,257.38	$204,345.27		$227,257.38	$204,345.27
				Total Housing						$278,932.16	$204,345.27	23.41%	$278,932.16	$204,345.27
NY	NEWBURGH	2020	B20MC360119	Public Improvements	03F	LMA	597	No	Open	$178,907.82	$0.00		$178,907.82	$0.00
NY	NEWBURGH	2020	B20MC360119	Public Improvements	03K	LMA	596	No	Open	$233,932.16	$16,284.80		$233,932.16	$16,284.80
				Total Public Improvements						$412,839.98	$16,284.80	1.87%	$412,839.98	$16,284.80
NY	NEWBURGH	2020	B20MC360119	Public Services	05D	LMC	598	No	Open	$20,558.26	$13,705.06		$20,558.26	$13,705.06
				Non CARES Related Public Services						$20,558.26	$13,705.06	1.57%	$20,558.26	$13,705.06
				Total 2020						$872,788.00	$354,703.90	40.64%	$872,788.00	$354,703.90
				Grand Total						$872,788.00	$354,703.90	40.64%	$872,788.00	$354,703.90

RESOLUTION NO.: _____23_____ - 2021

OF

FEBRUARY 8, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AN ART WORKS GRANT FROM THE NATIONAL ENDOWMENT OF THE ARTS IN THE AMOUNT OF $25,000.00 WITH A $25,000.00 MATCH TO DEVELOP AND IMPLEMENT A STREAMLINED GOVERNMENT PROCESS TO SUPPORT ARTS IN UNDER-UTILIZED SPACES

WHEREAS, the Newburgh Arts and Cultural Commission conducted an Arts and Cultural Study in 2020 which inventoried and assessed the diverse arts and culture in the City of Newburgh; and

WHEREAS, the 2020 Arts and Cultural Study identified four priorities for current and future arts and culture activities in the City of Newburgh, including the development and implementation of a streamlined government process to support the arts and harness underutilized spaces, particularly City-owned vacant lots; and

WHEREAS, the Newburgh Arts and Cultural Commission proposes to apply for an Art Works grant from the National Endowment of the Arts from with the funds will be used to develop and implement a streamlined government process to support the arts in underutilized spaces and provide a template to address the other priorities and recommendations from the 2020 Arts and Cultural Study; and

WHEREAS, the grant in the amount of $25,000.00 requires a match in the amount of $25,000.00; and

WHEREAS, this Council has determined that applying for said grant is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for an Art Works grant in the amount of $25,000.00 from the National Endowment of the Arts to develop and implement a streamlined government process to support the arts in underutilized spaces; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to apply for such grant.

City of Newburgh

GRANT APPLICATION FORM

RECEIVED 1/19/2021

SCANNED 1/20/2021

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 Coordinator 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: Newburgh Arts and Cultural Study: Phase 2	NAME OF DEPARTMENT REQUESTING GRANT:	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Fullerton Center
NAME OF GRANT/NAME OF AWARDING AGENCY: National Endowment for the Arts: Art Works Grant	GRANT SUBMITTAL DATE: February 11, 2020	AMOUNT OF AWARD: $25,000 requested
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) $25,000 match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $0.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: N/A

PROJECT PLAN:

Scope of Project:
To support the development and implementation of streamlining government processes that support the arts and harness underutilized spaces, namely city-owned vacant lots. This is one of the four priorities that emerged from the 2020 Newburgh Arts and Cultural Study, the city's first survey that inventoried and assessed the diverse arts and culture ecology in Newburgh, NY. Activities would consist of developing a taskforce consisting of members of the public, reviewing select number of streamlined process, and coordinating 3-5 pilot programs in 2022.

Evaluating the development and implementation of this one priority can be a template of how to address the other 3 priorities or address the other 8 recommendations that the Study listed. This would specifically enable the City to coordinate decisions on future investment and growth strategies for the city's cultural infrastructure.

City of Newburgh

GRANT APPLICATION FORM

Key Stakeholders:

- Stakeholders (Residents, Artists, Organizations) interested in repurposing vacancies
- Newburgh Arts & Culture Commission

Project Timeline: (ex. Dates)

- Start date is January 2022. NEA allows for 2-year project period.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

- we will apply for only at this point

COMMENTS:
Naomi Hersson-Ringskog successfully fundraised for the past study and will again approach several local, New York and National arts foundations to support this project.

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: 1/19/21

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE: _____

DATE: 1/20/21

APPLY ONLY

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL SIGNATURE: _____ APPLY ONLY

DATE: 1/19/21

2/4/21 W.S. + 2/8/21 council meeting

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: _____

Menu

GRANTS FOR ARTS PROJECTS: Program Description

FAQs for Applicants & Awardees in Response to COVID-19 » </covid-19-faqs>

Read the program description. Then select your project discipline from the dropdown below which includes application deadlines and project types.

"The Arts . . . belong to all the people of the United States." *

The arts are a powerful and important part of what unites us as Americans. The arts celebrate our differences while connecting us through a communal experience. For over 50 years, the National Endowment for the Arts has been healing, uniting, and lifting up communities with compassion and creativity.

Grants for Arts Projects is the National Endowment for the Arts' principal grants program for organizations based in the United States. Through project-based funding, the program supports public engagement with, and access to, various forms of art across the

nation, the creation of excellent art, learning in the arts at all stages of life, and the integration of the arts into the fabric of community life.

The Arts Endowment encourages applications from a variety of eligible organizations </grants/grants-for-arts-projects/eligibility>, e.g., with small, medium, or large budgets, and from rural to urban communities. Similarly, projects may be large or small, existing or new, and may take place in any part of the nation's 50 states, the District of Columbia, and U.S. territories.

The National Endowment for the Arts is committed to diversity, equity, inclusion, and fostering mutual respect for the diverse beliefs and values of all individuals and groups. The Arts Endowment encourages projects that use the arts to unite and heal in response to current events, as well as address any of the following:

- Celebrate America's creativity and/or cultural heritage.
- Invite a dialogue that fosters a mutual respect for the diverse beliefs and values of all persons and groups.
- Enrich our humanity by broadening our understanding of ourselves as individuals and as a society.

- Originate from or are in collaboration with the following constituencies encouraged by White House Executive Orders:
  - Historically Black Colleges and Universities,
  - Tribal Colleges and Universities,
  - American Indian and Alaska Native tribes,
  - African American Serving Institutions,
  - Hispanic Serving Institutions,
  - Asian American and Pacific Islander communities, and
  - Organizations that support the independence and lifelong inclusion of people with disabilities.

*1965 Enabling Legislation for the National Endowment for the Arts in the National Foundation on the Arts and the Humanities Act of 1965

Projects may focus on reaching a particular constituency, however, they may not be exclusionary under national laws and policies </sites/default/files/gtc-for-organizations-11.9.18.pdf> prohibiting discrimination. This extends to hiring practices and audience engagement.

Applicants may request cost share/matching grants ranging from $10,000 to $100,000. In the past few years, well over half of the agency's grants have been for amounts less than $25,000. Designated local arts agencies eligible to subgrant may request cost share/matching grants ranging from $10,000 to $150,000 for subgranting programs in the Local Arts Agencies discipline.

For more information about what we fund, see “We Fund/Do Not Fund” on the left.

Part 1 - Submit to Grants.gov	February 11, 2021 at 11:59 p.m., Eastern Time
Prepare application material so that it's ready to upload when the Applicant Portal opens	
Part 2 - Submit to Applicant Portal	February 16-23, 2021 at 11:59 p.m., Eastern Time
Earliest Announcement of Grant Award or Rejection	November 2021
Earliest Start Date for Proposed Project	January 1, 2022

Second Grants for Arts Projects Deadline:

Menu

GRANTS FOR ARTS PROJECTS: Application Calendar

There are two Grants for Arts Projects application deadlines. Note that some disciplines only accept certain project types at each deadline; see the guidelines for your project's discipline </grants/grants-for-arts-projects/program-description#discipline> for more information.

First Grants for Arts Projects Deadline:

IMPORTANT: Finalize your Grants.gov/SAM registrations and submit early to Grants.gov to allow time to resolve any issues you might encounter during the submission process.	SAM.gov: No later than January 20, 2021 Grants.gov: No later than February 2, 2021

IMPORTANT: Finalize your Grants.gov/SAM registrations and submit early to Grants.gov to allow time to resolve any issues you might encounter during the submission process.	SAM.gov: No later than June 16, 2021 Grants.gov: No later than June 29, 2021
Part 1 - Submit to Grants.gov	July 8, 2021 at 11:59 p.m., Eastern Time
Prepare application material so that it's ready to upload when the Applicant Portal opens	
Part 2 - Submit to Applicant Portal	July 13-20, 2021 at 11:59 p.m., Eastern Time
Earliest Announcement of Grant Award or Rejection	April 2022
Earliest Start Date for Proposed Project	June 1, 2022

ORDINANCE NO.: ___1___ - 2021

OF

FEBRUARY 8, 2021

AN ORDINANCE AMENDING CHAPTER 183, ARTICLE I ENTITLED "LITTERING AND DUMPING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH INCREASING THE PENALTIES FOR VIOLATIONS

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 183, Article I, entitled " Littering and Dumping" of the Code of Ordinances is amended as follows:

SECTION 1. Article 1. Littering and Dumping

§183-2. Penalties for littering and dumping.

B. Any person found to be in violation of §183-1 or other section of Article I of this Chapter shall be guilty, upon conviction, of an offense punishable by a fine of not less than $1,000 ~~500~~ nor more than $7,500 ~~5,000~~ or by imprisonment for a period not exceeding 15 days, or both such fine and imprisonment. The imposition of one penalty for any violation of Chapter 183 of the Code of Ordinances of the City of Newburgh unless otherwise specified shall not excuse the offense or permit it to continue, and all such persons shall be required to correct or remedy such violation or defects. Each day that prohibited conditions or actions exist or continue shall constitute a separate offense hereunder.

SECTION 2. Severability.

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

~~Strikethrough~~ denotes deletions
Underlining denotes additions

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Ordinance" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity

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

SECTION 5. This ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

RESOLUTION NO.:__24__ - 2021

OF

FEBRUARY 8, 2021

RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 22, 2021 TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW ADDING CHAPTER 156 TO THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH ENTITLED "ENERGY" AND ENACTING ARTICLE I ENTITLED "COMMUNITY CHOICE AGGREGATION ENERGY PROGRAM"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law adding Chapter 156 entitled 'Energy' and enacting Article I entitled 'Community Choice Aggregation Energy Program' to the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 22nd day of February, 2021; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the February 22, 2021 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_Ls3H6j2fRkKCKoMbhsaLLw. Please note that there is an underscore between the "N" and "L").

To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_Ls3H6j2fRkKCKoMbhsaLLw. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, February 22, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

LOCAL LAW NO.: _____ - 2021

OF

_____, 2021

A LOCAL LAW ADDING CHAPTER 156 TO THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH ENTITLED "ENERGY" AND ENACTING ARTICLE I ENTITLED "COMMUNITY CHOICE AGGREGATION ENERGY PROGRAM"

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 156 "Energy" be and is hereby added and enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law adding Chapter 156 entitled 'Energy' and enacting Article I entitled 'Community Choice Aggregation Energy Program' to the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Chapter 156 entitled "Energy", Article I entitled "Community Choice Aggregation Energy Program" to read as follows:

ARTICLE I. COMMUNITY CHOICE AGGREGATION ENERGY PROGRAM

§ 156-1 Legislative findings, intent and purpose; authority.

A. It is the policy of both the City of Newburgh and the State of New York to reduce costs and provide price certainty for the purpose of consumer protection and economic development, to expand access and opportunities for consumers in retail energy markets, as well as to promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and distributed energy resources ("DER", as defined in this Chapter). Among the initiatives that may advance these objectives in New York is Community Choice Aggregation ("CCA"), which is a policy that empowers local governments to determine the source of electricity and/or natural gas supply on behalf of its residents and small businesses, reflecting local resources, priorities, and challenges. Energy delivery remains the responsibility of the distribution utility.

B. The purpose of CCA is to allow participating local governments to procure energy supply service for eligible consumers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing distribution utility.

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This Chapter establishes the authority for the City of Newburgh, in connection with the implementation of a CCA program, to acquire utility data, to select, through a competitive solicitation, energy supplier(s) on behalf of default consumers within the jurisdictional boundaries of the City of Newburgh, and to maximize value for participating consumers through enhanced services related to DER. The City of Newburgh may choose to collaborate with other local governments to form an intermunicipal program. As a result, consumers will have the opportunity to lower and stabilize their energy costs, to spur local clean energy innovation and investment, and to reduce their environmental impact; thereby fulfilling the purposes of this Chapter and fulfilling an important public purpose.

C. The City of Newburgh is authorized to implement this Community Choice Aggregation Program pursuant to Section 10(1)(ii)(a)(12) of the New York State Municipal Home Rule Law; and consistent with State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission (PSC) issued in connection with or related to Case No. 14-M-0224, to the extent that orders related to Case No. 14-M-0224 enable actions by the municipality.

D. This Chapter shall be known and may be cited as the Community Choice Aggregation Energy Program Law of the City of Newburgh.

§ 156-2 Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission's Uniform Business Practices or, if not so defined there, as indicated below:

AGGREGATED DATA – Aggregated and anonymized information including the number of consumers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months, by service class to the extent possible, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service class.

CCA ADMINISTRATOR – The City of Newburgh or third-party CCA Administrator duly authorized by the City of Newburgh to request aggregated and customer specific data, competitively solicit suppliers for the aggregated demand for electricity and/or natural gas on behalf of default consumers, and to offer participating consumers additional opportunities to participate or enroll in programs or projects related to distributed energy resources. CCA administrator is responsible for program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the PSC CCA order, unless otherwise specified.

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CUSTOMER SPECIFIC DATA – Customer specific information, personal data and utility data for all consumers in the municipality eligible for opt-out treatment based on the terms of PSC CCA Order and the CCA program design including the customer of record's name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.

DEFAULT CONSUMERS – Customers of electricity and/or natural gas within opt-out eligible service classes, as defined in the PSC CCA order, who receive supply service from the distribution utility as of the date the supply contract goes into effect, or consumers within these service classes that subsequently become eligible to participate in the program including those that have terminated a supply contract with an ESCO, removed a freeze or block on their account, have voluntarily suspended service pursuant to a special rate, or are new residents to the City of Newburgh. Consumers with in opt-out eligible service classes, as of the date the supply contract goes into effect, taking service from an ESCO, those that have placed a freeze or block on their account, and those for whom enrollment in the CCA program would interfere with a choice they have already made to take service pursuant to a special rate are not considered default customers and will not be enrolled on an opt-out basis. All default customers must reside or be otherwise located at one or more locations within the geographic boundaries of the City of Newburgh, as such boundaries exist as of the date the supply contract goes into effect.

DEFAULT SERVICE – Supply service provided by the distribution utility to consumers who are not currently receiving service from an energy service company (ESCO). Default consumers within the City of Newburgh that receive default service, and have not opted out, will be enrolled in the program as of the effective date.

DISTRIBUTED ENERGY RESOURCES (DER) – Local renewable energy projects, community distributed generation, such as shared solar, peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative Reforming the Energy Vision (REV) initiatives that further engage and/or reduce cost of service for participating consumers, optimize system benefits, and/or address infrastructure and demand challenges within geography of the CCA.

DISTRIBUTION UTILITY – Owner or controller of the means of distribution of the natural gas or electricity in the municipality. The distribution utility also serves as the default supplier of electricity and natural gas preceding the establishment of a CCA program.

ENERGY SERVICES COMPANY (ESCO) – an entity duly authorized to conduct business in the State of New York as an ESCO.

PARTICIPATING CONSUMERS – Default consumers who have not opted out, and non-default consumers of any service class that have voluntarily enrolled in the program.

PROGRAM ORGANIZER – The group responsible for initiating and organizing the CCA. This group will typically secure buy-in from local governments and engage in preliminary outreach and education around CCA. The Program Organizer may be a non-profit organization, local government, or other third party. The Program Organizer and the CCA Administrator may be the same.

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PSC CCA ORDER – the PSC's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, "Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs."

PUBLIC SERVICE COMMISSION (PSC) – New York State Public Service Commission.

SUPPLIER(S) – an ESCO(s) that procures electric power and natural gas for eligible consumers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

§ 156-3 Authorization/Establishment of a Community Choice Aggregation (Energy) Program.

A. Community Choice Aggregation (Energy) Program is hereby established by the City of Newburgh, New York, whereby the City of Newburgh may implement a CCA Program to the full extent permitted by the PSC CCA Order, as set forth more fully herein.

B. The City of Newburgh may act as aggregator or broker for the sale of electric supply, gas supply, or both to eligible consumers and may enter into contracts with one or more Suppliers for energy supply and other services on behalf of eligible consumers.

C. The City of Newburgh may enter into agreements and contracts with other municipalities, non-profits, consultants, and/or other third parties to:
   (1) develop and implement the CCA Program;
   (2) act as CCA Administrator; and/or
   (3) develop offers of opt-in DER products and services to participating consumers, including but not limited to opportunities to participate in local renewable energy projects, shared solar, energy efficiency, microgrids, storage, demand response, energy management, and other innovative initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA zone, and reduce costs for CCA customers.

D. The operation and ownership of the utility service shall remain with the distribution utility. The City of Newburgh's participation in a CCA program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The City of Newburgh shall not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with suppliers on behalf of participating consumers.

E. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the uniform business practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services, and the terms on which customers may be enrolled with ESCOs.

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§ 156-4 Eligibility.

A. All default consumers shall be enrolled on an opt-out basis. Default consumers will have the right to opt out before the supply contract goes into effect, or disenroll any time thereafter with no penalty. Those that do not opt out before the supply contract goes into effect will be enrolled automatically.

B. All non-default consumers within the municipality, regardless of service class, shall be eligible to participate in the CCA program on an opt-in basis.

C. The CCA Administrator, on behalf of the City of Newburgh, shall issue one or more requests for proposals to suppliers to provide energy to participants and then may award a contract in accordance with the CCA program.

§ 156-5 Opt-out process.

A. A program notification letter, printed on City of Newburgh letterhead, shall be mailed to default consumers at least 30 days prior to customer enrollment. The letter shall include the information on the CCA program and the contract signed with the selected supplier(s) including specific details on rates, services, contract term, cancellation fee, and methods for opting out of the CCA program. The letter shall explain that consumers that do not opt out will be enrolled in the program under the contract terms and that information on those consumers, including energy usage data and APP status, will be provided to the ESCO.

B. After the thirty-day opt-out period, all consumers shall have the option to disenroll from the CCA program at any time without penalty.

§ 156-6 Customer service.

Participating Consumers shall be provided customer service, including a toll-free telephone number available during normal business hours (9:00 a.m. to 5:00 p.m., Eastern time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from the supplier(s).

§ 156-7 Data protection requirements.

A. The City of Newburgh, or CCA administrator on its behalf, may request aggregated data and customer-specific data from the distribution utility. However, a request for customer-specific date is limited to only those eligible consumers who did not opt-out after the initial opt-out period closed.

B. Customer-specific data shall be protected in a manner compliant with, collectively:

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(1) All national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the municipality or tis representative's processing of confidential utility information;
(2) The utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the municipality or its representative's processing of confidential utility information; and
(3) The PSC CCA order and PSC rules, regulations and guidelines relating to confidential data.

C. For the purpose of protecting customer data, the City of Newburgh must enter into an agreement with the distribution utility that obligates each party to meet, collectively:
(1) All national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify and individual default customer or participating consumer with respect to the CCA administrator or its representative's processing of confidential information;
(2) The distribution utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify the individual default consumer or participating consumer with respect to the CCA administrator or its representative processing of confidential information; and
(3) The PSC CCA order and PSC rules, regulations and guidelines relating to confidential data.

§ 156-8 Administration fee.

The City of Newburgh or CCA Administrator may collect, or cause to be collected, funds from customer payments to pay for administrative costs associated with running the CCA program.

§ 156-9 Reporting.

A. Annual reports shall be filed with the City Clerk by March 31 of each year and cover the previous calendar year.

B. Annual reports shall include, at a minimum: number of consumers served; number of consumers cancelling during the year; number of complaints received; commodity prices paid; value-added services provided during the year (e.g., installation of DER or other clean energy services); and administrative costs collected. The first report also shall include the number of consumers who opted-out in response to the initial opt-out letter or letters.

C. If a CCA supply contract will expire less than one year following the filing of the annual report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA program.

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§ 156-10 When effective.

This Chapter shall be effective immediately upon adoption and after filing with the Secretary of State.

§ 156-11 Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

SECTION 3 – SEVERABILITY

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

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Article", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 5 – VALIDITY

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

SECTION 6 – EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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Community Choice Aggregation

A High-Impact Action for the Clean Energy Communities Program

Communities and Local Government Team at NYSERDA

Clean Energy Communities Program

Provides **rewards and recognition** to city, town, village, and county governments that demonstrate clean energy leadership

STEP 1: Earn the **Clean Energy Communities** designation by completing **4 out of 10 high-impact actions** (one of which is Community Choice Aggregation)

STEP 2: Access **grant funding**, up to $250K with no local cost share, to support additional clean energy projects

Dedicated and knowledgeable local coordinators are available to assist communities as they implement high-impact actions i.e. free on-demand technical support, decision support, step-by-step guidance, case studies, model ordinances, RFPs, etc.

NEW YORK STATE OF OPPORTUNITY. NYSERDA

10 High-Impact Actions

1. Benchmarking
2. Clean Energy Upgrades
3. LED Street Lights
4. Clean Fleets
5. Solarize
6. Unified Solar Permit
7. Energy Code Enforcement Training
8. Climate Smart Communities Certification
9. **Community Choice Aggregation**
10. Energize NY Finance

Community Choice Aggregation

- Community Choice Aggregation (CCA) is a municipal energy procurement model that replaces the utility as the default supplier of electricity for virtually all homes and small businesses within your jurisdiction. The utility remains responsible for energy delivery and billing.

- CCA puts control of choosing energy supply in local hands. By pooling demand, communities build the clout necessary to negotiate lower rates with private suppliers, and are able to choose cleaner energy.

- A CCA can allow whole communities to participate in the clean energy economy by ensuring that a greater percentage of electricity is coming from renewable sources.

- CCA has the potential to simultaneously deliver lower monthly bills and cleaner energy for your constituents.

CEC Requirements

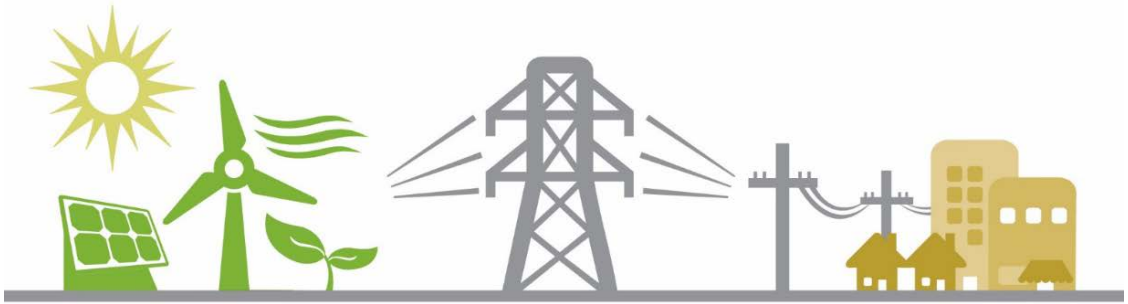
To earn credit for the Community Choice Aggregation action under NYSERDA's Clean Energy Communities (CEC) Program, the municipality must submit the following documentation to NYSERDA at www.nyserda.ny.gov/cec:

- Submit a copy of the adopted legislation authorizing the municipality's participation in an opt-out CCA program.

- Submit a copy of an executed electric service agreement between the applying jurisdiction and an Energy Services Company (ESCO) to supply electricity to participating customers on an opt-out basis that is a default 100% renewable clean energy product mix. The ESCO electric service agreement should provide that the ESCO will retire renewable energy certificates (RECs) on behalf of the Municipality in a New York State Generation Attribute Tracking System (NYGATS) Account (with reports on such retirements to the Municipality) in a manner that is compliant with the environmental attributes and delivery rules of the New York Public Service Commission Environmental Disclosure Program. The electrical energy associated with the renewable energy certificates must be consumed at retail in New York State.

- For communities that are already part of a CCA, executing a new contract or an addendum to the electric services agreement or a new contract after August 1, 2016 shall be counted as a new action.

How CCA Works



source

CCA

buying and building electricity supply

delivery

UTILITY

delivering energy, maintaining lines, billing customers

customer

YOU

benefitting from affordable rates, local control, cleaner energy

NEW YORK STATE OF OPPORTUNITY. NYSERDA

Eligible Municipal Governments

Three types of municipalities under New York State law eligible to form a CCA are:

- Villages
- Towns
- Cities

County governments may act as CCA administrator but are not authorized to create a CCA independently of villages, towns and cities within the county.

It is not required that communities participate in NYSERDA's Clean Energy Communities program in order to pursue CCA.

Scope of CCA Programs

- CCA programs may aggregate electric supply, gas supply, or both.

- CCA programs may aggregate or integrate into their programs energy efficiency and distributed energy resources like solar.

- Municipalities are not permitted to allocate a portion of the CCA customer payments to a clean energy or public benefit fund.

Customer Eligibility

- All customers are eligible.
- A customer can be enrolled on an opt-out basis if their service class is listed in the relevant PSC Order. This means these customers may be automatically enrolled.
- ESCO customers or customers that have placed a freeze or block on their account can be enrolled on an opt-in basis.

The CCA Administrator can:

- Choose to apply opt-out treatment to a more limited class of customers, to only allow certain classes of customers to opt-in, or both.
- Determine whether eligible customers who move into a municipality should be enrolled on an opt-in or opt-out basis.

The Municipality's Role

- The process of planning for a CCA program will vary with each municipality and program.
- In some cases, a non-profit, consultant, or other third party may develop a plan and solicit municipal members.
- In other cases, municipal officials, on their own initiative or based on requests from residents, may develop their own plan for a CCA program and either implement it themselves or engage a third party to support them.
- Municipality will remain ultimately responsible for ensuring that the CCA program is operated in compliance with legal requirements, that it serves the interests of its residents, and that customer information is appropriately protected.

Administrative Costs

- CCA Administrators will be permitted to collect funds, through the supply charge, to pay for administrative costs associated with running the CCA program.
- Because most CCA customers will receive a single bill from the utility, any CCA customer payments to the CCA Administrator will have to be negotiated as part of the contract and built into the per kWh rates.
- Therefore, the payments to the CCA Administrator for CCA administrative purposes will be processed and remitted by the ESCO. Negotiations may include costs incurred before selection of the CCA Administrator.

NYSERDA's Role

NYSERDA is available as a technical consultant to assist municipalities and CCA administrators through:

- Individual consultations
- CCA toolkit describing best practices and including model documents such as customer outreach materials and contracts.
- For assistance, send an email to cec@nyserda.ny.gov

NYS Public Service Commission's Role

The Public Service Commission (PSC) Order on CCA sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation. The PSC Order requires that the following documents be filed with and approved by the PSC:

- A CCA Implementation Plan
- Data Protection Plan
- Local Law authorizations

Once these documents have been filed, the PSC will determine whether they comply with the requirement of the PSC's CCA Order and issue an approval.

CCA Implementation Plan

- Includes a description of the program and its goals
- Plans for value added services (e.g. installation of DER or other clean energy services) that will be included in an RFP
- A public outreach plan
- Includes drafts of written communications with its residents, including opt-out letters

CCA Data Protection Plan

The Data Protection Plan must:

- Describe how the CCA Administrator will ensure the same level of consumer protections, including low income customers, as currently provided by utilities and ESCOs.
- Utilities have developed a model Data Security Agreement which has been approved by PSC that will form the basis for these requirements.
- The Data Security Agreement is the standard agreement that all CCA Administrators will have to sign with the distribution utility.
- CCA Administrator must also file a Data Protection Plan, which will explain what steps will be taken to implement the agreement and otherwise protect personal data.

Municipal Approval

- Typically, the process starts with the municipality expressing interest in CCA by passing a non-binding resolution. This step is optional.
- Each municipality intending to implement a CCA program must pass legislation - exercising its Municipal Home Rule Law authority - after holding a public hearing.
- CCA programs where a third party acts as CCA administrator, municipalities may enter into a Memorandum of Understanding (MOU) with the CCA administrator to commit to participate in the CCA program subject to certain terms and conditions.
- Where a municipality acts as CCA administrator, municipalities may enter into Inter-Municipal Agreements (IMA) with participating municipalities to create a CCA program.

Opt-Out Process

- The Department of Public Service's order requires CCA Administrators to provide information and education to potential CCA members over no less than a two month period.
- The mailing of an opt-out letter must be preceded by the filing of Implementation and Data Protection Plans and certifications of local authorization with the Public Service Commission.
- Customers must be permitted by the selected ESCO to opt-out and return to utility service any time before the end of the third billing cycle after enrollment without penalty.

Energy Supply Contracts

- The terms of the contract must comply with applicable requirements for ESCO service.
- CCA programs are not limited to contracting with only one ESCO.
- Termination charges after the 3 month grace period will be subject to the contract.
- Contracts should not restrict the installation or use of distributed energy resources or energy efficiency products.

Provision of Customer Data

- CCA administrator may request aggregated data after Commission approval of its Implementation and Data Protection Plans and certifications of local authorization.
- Once contracts with ESCOs have been entered into and executed, customer-specific contract information can be requested for all eligible customers.
- Detailed customer information can be requested for eligible customers who did not opt-out once the initial opt-out period has closed.
- Data fees may apply.

Annual Reporting

The CCA administrator shall provide an annual report including:

- Number of customers served
- Number of customers cancelling during the year
- Number of complaints received
- Commodity prices paid
- Value–added services provided during the year
- Administrative costs collected

Project Snap Shot – Westchester Power CCA

Westchester Power
OUR COMMUNITY. OUR CHOICE.

SUSTAINABLE WESTCHESTER
Sharing. Saving. Solutions.

- Initiated by the non-profit Sustainable Westchester in 2016, the Westchester Power CCA supplies approximately 115,000 electrical customers in 27 participating municipalities in Westchester County.
- 24 municipalities opted to provide 100% renewable energy to eligible customers within their jurisdictions.

Results:

- 500 million kWh of 100% renewable power.
- Approximately $15 million in cost savings over three years.
- Cut the carbon footprint by 400,000 tons.

NEW YORK STATE OF OPPORTUNITY. NYSERDA

Tools and Resources

Public Service Commission (PSC) CCA Order
The PSC Order on CCA sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation.

Template CCA Authorizing Legislation
This template legislation may be used as a resource by municipalities in developing their own authorization for participation in a CCA program.

Template Inter-Municipal Agreement (IMA)
This sample IMA may be used as a resource by municipalities to participate in a specific CCA program where the CCA Administrator is a municipal government.

Template Memorandum of Understanding (MOU)
This sample MOU may be used as a resource by municipalities to participate in a specific CCA program with a third-party CCA Administrator.

Tools and Resources (cont.)

Template Implementation Plan

CCA programs are authorized subject to the Public Service Commission's approval of the CCA Implementation Plan, Data Protection Plan, and certifications of local authorization. It is intended that this template be used as a resource in designing a CCA Implementation Plan. The purpose is to clearly define the CCA Program goals, milestones, and deliverables, while also defining the roles and responsibilities of each project partner. It also addresses the CCA approach to public engagement, outreach, and education.

Template Opt-out Letter

This is intended as a resource for municipalities in fulfilling the Commission's requirement that an opt-out letter be sent to all eligible customers providing information and education prior to commencement of the CCA. The opt-out letter is subject to Department of Public Service Staff approval

Technical Support

Dedicated and knowledgeable local Clean Energy Coordinators are available to help municipal officials implement Community Choice Aggregation. To access this support, please send an email to cec@nyserda.ny.gov

The Bottom Line

Local government officials that implement Community Choice Aggregation can expect to:

- ✓ Be well positioned to secure lower energy prices locally
- ✓ Exercise more local control over energy resources
- ✓ Increase the percentage of renewables in the fuel mix

Contact

Communities and Local Government
New York State Energy Research and Development Authority (NYSERDA)
Email: cec@nyserda.ny.gov

www.nyserda.ny.gov/cec

Community Choice Aggregation (CCA) Administrator Request for Proposal (RFP)

Purpose of this Document: *The Template Community Choice Aggregation (CCA) Request for Proposal (RFP) is meant to serve as an example RFP for municipalities and other organizations interested in pursuing CCA and running a competitive process for selecting a CCA Administrator. The information contained within can be adapted to meet a municipality's or a group of municipalities' specific needs. NYSERDA makes no representation that the information contained below will meet any specific municipality's local procurement policies or laws; this template should be customized by each user.*

Municipalities may wish to use the non-italicized text as sample language for a specific section of the RFP. The italicized text offers examples and options but should be drafted by the jurisdiction to meet their individual circumstances and needs. The bracketed text should be edited directly by the jurisdiction.

If CCA and the role of the Administrator is still new to you, you may find the Community Choice Aggregation Toolkit on NYSERDA's website helpful before embarking on an RFP process.

Section 1 – Purpose and Goals

A. Purpose

New York State municipalities are permitted to participate in a CCA program subject to local authorization, pursuant to the New York State Public Service Commission's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 140M-0224 ("PSC CCA Order").

[Insert municipality name(s)] adopted local laws creating its own CCA program. [Insert municipality name] adopted its legislation [insert legislation name] on [insert date], after holding a public hearing on [insert date]. [Repeat above for each municipality]

Suggested language for communities entering a MOU (optional): The municipalities, through their legislative bodies, have adopted a Memorandum of Understanding ("MOU") to work collectively – in compliance with each municipality's respective procurement policy – to solicit, evaluate and select, a common CCA Administrator to assist in procuring, administering, and managing an electricity supply contract.

In this Request for Proposals (RFP), [City(s) / town(s) / Village(s) of ____] intend to review and select an organization to administer a Community Choice Aggregation ("CCA") program.

B. Goals

The municipality(s) seeks to implement a CCA program that: [Insert goals of CCA]. *Example goals could include, but are not limited to:*

- *Reduces electricity costs for community members.*

- *Provides a 100% renewable energy (RE) product as the default supply*[1]*.*
- *Supports locally* [Insert definition of local, such as within the town, county, region, or state] *produced renewable energy generation.*
- *Supports the community in meeting clean energy goals/targets.*
- *Supports local economic development including local job creation, the attraction and retention of business establishments, and/or investment.*
- *Supports inclusive and equitable access to the CCA program.*
- *Offers constituents a range of opportunities to take advantage of clean energy products and services.*

C. Basic Requirements

Respondents to this RFP must have the following:

- A CCA Implementation Plan and Data Protection Plan approved by the New York Public Service Commission.
- Experience in [insert key experience]. *Potential examples include:*
    - *Experience in all aspects of administering a CCA program.*
    - *Experience procuring a 100% renewable clean energy product.*
    - *Experience with the above in New York State and/or demonstrated experience with New York State clean energy policies and programs.*
- Respondents must be in good financial standing with federal agencies and the State of New York.
- Respondents, subcontractors, or consultants must disclose whether they have been debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency.

D. Timeline

- Issuance of RFP: [Insert date]
- Pre-Proposal Conference RSVP: [Insert date]
- Pre-Proposal Conference: [Insert date]
- Deadline for Submissions: [Insert date]
- Final Decision: [Insert date]

- A pre-proposal conference will be held at [location] on [date] at [time]. If you plan to attend, please contact [name] at [email] or [phone] by [RSVP date].

[1] Green claims can only be made about a CCA's product mix when the supplier retires renewable energy certificates (RECs) on behalf of the municipality in a New York State Generation Attribute Tracking System (NYGATS) Account (with reports on such retirements to the municipality) in a manner that is compliant with the environmental attributes and delivery rules of the New York Public Service Commission Environmental Disclosure Program.

- Submitted proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. A PDF of the proposal, together with all attachments, must be submitted by email no later than [insert time] on [insert date]. Any late proposals will not be accepted.

Interested parties are advised that the authorized contact person for this procurement is set forth below. No contact with any other municipal personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The municipality is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person by telephone or email. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

[Insert contact information]

E. Rights of Individual Municipalities *(in the case of a joint RFP with other municipalities)*
Each municipality reserves the right to contract with a CCA Administrator individually, or with all the other municipalities, or with one or more of the other municipalities on the same terms and conditions as provided in the RFP and the responses thereto. Nothing herein shall preclude any of the municipalities, together or individually, from negotiating contract terms with a CCA Administrator that each municipality deems to be in its best interest.

Ultimately the decision of retaining a CCA Administrator will reside with each individual municipality.

Section 2 - Scope of Services

The [insert name of municipality(s)] is seeking a CCA Administrator to procure, administer, and manage an electricity supply contract for the [insert name of municipality(s)] and to responsibly fulfill the obligations of a CCA Administrator as set out by PSC CCA Order. The following section details the specific scope of services the [insert name of municipality(s)] is seeking:

1. **Compliant with all Federal and NY State laws, rules, and regulations:** Ensure the CCA program complies with the PSC CCA Order, related orders, and other applicable laws and regulations.
2. **Goals and Objectives:** Support the municipality(s) and community(s) in further refining goals and objectives of CCA and identify how success will be measured and evaluated.
3. **Procurement of Electricity Supply Contract:** Procure an electricity supply contract below the utility benchmark price and include a 100% renewable energy option.
4. **Clean Energy Products and Services:** Offer a compelling and robust plan to provide and market clean energy products and services to the community, including the benefits the community may anticipate from such products and services and how success will be measured and evaluated. The benefits may include, but are not limited to, supporting local economic development through local job creation, the attraction and retention of business establishments and/or investment, increasing access to clean energy including for low to moderate income populations, electricity cost savings, reducing greenhouse gas (GHG)

emissions, and improving local air quality. Metrics for measuring and evaluating success may include the percentage of CCA participants that partake in clean energy product and service offerings or the percentage of electricity cost savings per participating household, among others.

- The clean energy products and services could be provided through programs the proposer organization already offers, through the electricity supply contract solicitation, through a separate solicitation for clean energy products and services, or another mechanism.
- Potential products and services could include, but are not limited to, community solar, rooftop solar, battery storage, clean heating and cooling technologies, energy efficiency, smart home products, demand side management programs, micro-grid projects, electric vehicles, and electric vehicle charging infrastructure. Appendix 1 provides examples of potential clean energy products and services a CCA Administrator could facilitate. These examples should not be viewed as prescriptive. Innovative and creative ideas are encouraged.

5. **Program Roles and Responsibilities:** Take full responsibility for administering the CCA and partner with local organization(s) and municipality(s) to implement the CCA.
6. **Public Education and Outreach:** Conduct comprehensive community education and outreach on CCA.
7. **Local Partner/Presence:** Work with/leverage local partner organizations, advocates, and/or other third-party stakeholders and have some local presence.
8. **Customer Enrollment and Management:** Maximize customer enrollment, maintain and manage customer participation, manage opt-outs.
9. **Consumer Protection:** Lawfully and securely procure, transfer, and store anonymized and customer-specific program data on behalf of the municipality(s), pursuant to an approved Data Protection Plan.
10. **Pricing:** Provide a clear description of how the Administrator plans to establish a utility benchmark price to compare and evaluate the CCA price against once the price becomes available.
11. **Program Fees:** Provide a clear explanation of how the Administrator anticipates covering program costs and any fees that will be passed on to CCA program participants or the municipality(s). This should include:
    - The costs the fee will cover such as program staffing and overhead, outreach and communications, legal expenses, program development.
    - The estimated per kWh fee (if available).
    - How the fee will be collected.
    - Any other fees charged to the municipality(s) or program customers.
    - Any fees associated with clean energy products or services (DERs) or other services offered to CCA customers by the CCA Administrator.
12. **Reporting:** Analyze and report regularly to the municipality(s) and Public Service Commission on program data, pursuant to the PSC CCA Order.

13. **Implementation Timeline:** Implement and administer the CCA in a timely fashion.
14. **Vet and pre-qualify prospective electricity suppliers, clean energy product and service providers** in accordance with criteria established by the municipality(s).
15. **Continued Support and Additional Services and Information:** Provide continued support and capacity building to the municipality(s) and customers after program launch, including:
    - Customer service.
    - Monitoring and management of contractual obligations.
    - Regular program data and performance metrics reporting.
    - Program development and enhancement.
    - Continued analysis of relevant market and regulatory issues.
    - Ongoing support to the municipality(s) in helping them achieve broader energy goals.
    - Other services and information as relevant.

Section 3 – Proposal Requirements

All proposals must include the following information to be considered complete. The [insert name of municipality(s)] reserve(s) the right to reject any proposal for non-compliance with these requirements and specifications or may choose to accept the proposal regardless of compliance. For each step, be sure to detail what technical and support services the proposer has available.

A**. Cover Letter**

a. A transmittal letter on the proposer's business stationery from the individual(s) or a principal officer of the organization offering the proposal and certifying that the proposal will remain in effect for ninety (90) days after the proposal due date. The letter should contain a general description of the mission or focus of the organization and provide the name and address of the individual or firm and contact information for the individual or officer (telephone and email address).

B. **Organization Overview**

a. Please provide a brief history of the proposing organization. If a separate organization will be engaged as a subcontractor or consultant for this project, or has entered into any contract (as such term is defined in General Municipal Law Article 18) with any third party in connection with this RFP or with the proposal, please provide the following information for both companies:
    i. Background
    ii. Year founded and number of years in business
    iii. Ownership status (public, private, or non-profit)
    iv. Office location including headquarters and any local offices
    v. Number of employees in local branch office at time of submittal (full time employees, excluding subcontractors)
    vi. Contact information

vii. Description of the organization
viii. Federal Tax Identification Number
ix. Any relevant certifications or licenses

C. **CCA Administrator Team**

Provide information about the key personnel to be assigned to this CCA Administrator team. If a separate organization will perform any of the responsibilities, please provide project team information for both organizations, including:

1. Full contact information for the project manager.
2. A team chart including all key personnel and their proposed roles (including subcontractors, if applicable).
3. For all key personnel (including subcontractors), include a bio of professional experience, certifications, role, and office location.
4. Indicate the local point of contact.
5. Indicate if any additional staff would need to be hired to carry out the scope of services.
6. Resumes of key personnel, provided in an appendix to the proposal.
7. Describe the proposer's compensation structure, fees, and terms.

D. **Qualifications:** Provide a detailed narrative that clearly demonstrates the proposer's and any subcontractors' prior and relevant qualifications and experience including the following:
   1. Energy procurement, CCA program administration, and/or community-scale clean energy development in New York State.
   2. Work with local governments in New York State and in the region.
   3. Goals or measurable objectives for CCAs that the proposer administered in New York, or other jurisdictions.
   4. CCA bids for electrical supply that the proposer has solicited or plans to solicit in New York including information on the results of the bid such as:
      i. How do the electricity prices compare to the utility price benchmarks?
      ii. Was a renewable energy option procured?
      iii. Was a local option included?
      iv. How many accounts were enrolled?

E. **Proposed Approach to CCA Administration.** Please provide a detailed approach describing how the proposer would carry out the scope of services as outlined in Section 2. The approach should clearly articulate which elements of the scope of services, if any, subcontractors would perform or participate in performing. The proposer's approach should include, but is not limited to the following:

1. **Goals and Objectives**: Describe the proposer's approach to defining the goals and measurable objectives for the CCA.
2. **Procurement Approach**: Describe the proposer's approach to procuring an electricity supply contract that is below the utility benchmark price and includes a 100% renewable energy supply option.

3. **Clean Energy Products and Services:** Describe the proposer's approach to offering clean energy products and services including renewable energy certificates (RECs), community solar, rooftop solar, smart thermostats, demand response, energy storage, energy efficiency, electric vehicles, and charging infrastructure, or similar products and services.
4. **Program Roles and Responsibilities**: Describe the roles and responsibilities for administration, management, and implementation. Please include information on the roles and responsibilities envisioned for the municipality(s), along with the anticipated workload, the roles and responsibilities of the Administrator, the roles and responsibilities of the energy supplier, and any other relevant organizations or stakeholders that will play a role in the CCA.
5. **Public Education and Outreach:** Describe the proposer's approach to how it will conduct public education, outreach, and capacity building about CCA, energy supply contracts, and renewable energy to the municipality(s), community residents including low to moderate income residents or underserved populations, and businesses within the community. Also provide examples of how the proposer has handled these activities in the past.
6. **Local Partner/Presence:** Describe how the proposer will work with/leverage local partner organizations, advocates, and/or other third-party stakeholders. Describe what kind of local presence the proposer will have, if any. Also provide examples of how the proposer has worked with other local organizations in the past.
7. **Customer Enrollment and Management:** Describe the proposer's approach to:
    i. Maximizing customer enrollment and maintaining customer participation including considerations for time-of-use customers, demand-metered customers, low-income customers, non-English speaking constituent groups, and other customer segments.
    ii. Customer service/customer care including website, social media, print collateral, mailings, call center & training, platforms, etc.
8. **Consumer Protection:** Describe the proposer's approach to customer protection, including customer data.
9. **Pricing**: Describe the proposer's approach to establishing a utility benchmark price to compare and evaluate the CCA price against once the CCA price is available.
10. **Program Fees**: Describe the proposer's anticipated fees to complete the Program Scope tasks and how they will be paid for via the electricity supply contract.
11. **Reporting:** Describe the proposer's approach to annual reporting to the municipality(s) and the PSC.
12. **Implementation Timeline:** Outline a proposed timeline for the completion of each task. Submit as an appendix.
13. **Inclusivity:** Describe the proposer's approach to ensure the CCA reaches low to moderate income residents or underserved residents in the community.
14. **Local Impact:** Detail the proposer's approach to making a local impact through job creation, training, or supporting community economic development.

15. **Additional Services and Information:** Describe anything else that may be relevant to the RFP such as other ongoing or additional services the proposer anticipates providing to the municipality(s) to ensure the long-term success of the program beyond the initial contract.

F. **References.** Provide at least three references for whom the proposer's organization has administered a CCA program, or a similar scope of services. Include the following information for each in the appendix:
   1. Name and address of client
   2. Name and telephone number of contact person
   3. Summary of services provided

G. **Required Appendices Checklist.** As an appendix to the submission, the proposer shall include the following checklist to ensure that all components have been included in the proposal.
   - ☐ Public Service Commission approved Implementation Plan and Data Protection Plan
   - ☐ Local point of contact
   - ☐ Resumes of key personnel
   - ☐ Implementation Timeline
   - ☐ At least three references for whom the proposer has administered a CCA program, or a similar scope of services.
   - ☐ Example education, outreach, and engagement materials such as:
     - Links to social media pages and websites
     - PDFs of print material or PowerPoint presentations

Section 4 – Submission Instructions

1. All proposers should carefully review the contents of this document. All the Requirements and Specifications in this document may become part of an agreement to be signed by the municipality(s) and the successful respondent.
2. All proposals must be submitted by [insert date and time].
3. Proposals may be submitted by [insert municipality's required submission format and instructions including contact information of relevant municipal official].

Section 5 – Evaluation Criteria

The municipalities will evaluate proposals based on the weighted criteria described below *[Sample evaluation criteria and scoring are provided below. Please adjust and edit as appropriate for any given municipal procurement. The total weighting should add up to 100 and the weighting of each criterion should reflect the importance of each criteria to the municipality]*.

Criteria	Detail	Weight
Overall Quality of Proposal	☐ *Degree to which the proposal fulfills the requested scope of services and proposal requirements.* ☐ *Clarity and completeness of the proposed team and approach.*	[insert value] *10*
Experience, Qualifications, and References	☐ *Capability and experience of the respondent (and its participating subcontractors) to carry out the roles and responsibilities of a CCA Administrator.* ☐ *Credentials, capabilities, and experience of the proposed team and key personnel.* ☐ *Experience providing effective education and outreach for other community or clean energy programs, especially within New York State* ☐ *Quality of references.*	[insert value] *40*
Technical Approach and Workplan	☐ *Clear outline of roles and responsibilities of the CCA administrator, municipality, local partners, electricity supplier and any other organizations involved in the CCA.*	[insert value] *15*
Project Management and Implementation	☐ *Clear and appropriate implementation timeline that includes key benchmarks such as procurement of clean energy resources, local partnerships formed and customer enrollment start-dates* ☐ *Ability to manage subcontractors and collaborate with municipality personnel.* ☐ *Ability to help inform and educate project stakeholders including the public.*	[insert value] 15
Pricing, Fees & Cost Savings	☐ *Approach to establishing a utility benchmark price to compare and evaluate the CCA price against once available.* ☐ *Clear description of the proposed fees to complete the program scope and tasks and how they will be paid for via the electricity supply contract.* ☐ *Experience in procuring energy supply contracts at costs below existing utility rates.*	[insert value] *10*
Local Impact and Inclusivity	☐ *Approach to meet local impact goals and incorporate consumer protections (PSC Approved data protection plan).* ☐ *Clear explanation of how the approach will benefit the community.* ☐ *Description of how the Administrator will reach and market the program to low to moderate income residents or underserved residents in the community.* ☐ *Clear articulation of plan for working with local partners and providing a local presence.*	[insert value] *10*

Section 6 – Selection Process

All proposals that are deemed responsive (as described above) will be reviewed by staff as determined by the judgment of the municipality(s). All reviewers will sign a confidentiality statement and keep all content of proposals confidential, except to the extent disclosure of proposals is required by law or deemed advisable by the municipalities in any litigation arising from this RFP. The winning proposal may be shared unless it contains details on business models and/or proprietary secrets.

Appendix 1. Example Clean Energy Products and Services, Associated Benefits and Measuring Success

Appendix 1 describes several examples of how a proposer may incorporate clean energy products and services into their offering, as well as how they can measure the success of those offerings.

Clean Energy Product/Service	Example	Example Benefits	Measuring Success
Community Solar	• The CCA develops partnerships with one or more Community Solar projects that are located within same utility territory as the CCA. The CCA encourages community members to subscribe in these projects, regardless of whether they enroll in the CCA program.	• Guaranteed long-term electricity bill savings for participating customers. • Support local, clean, renewable energy. • Support job creation. • Reduce GHG emissions. • No upfront cost. • Participation not limited by rooftop or property characteristics. • No operations and maintenance concerns.	• Community members and CCA members fully subscribe to the available community solar projects. • More than 50% of CCA participants opt-in to the community solar offering. • Long-term partnerships are developed with community solar developers and community solar becomes a lasting CCA offering.
Rooftop Solar/Battery Storage/Clean Heating and Cooling (CHC)	• The CCA partners with existing or new community-based clean energy campaigns such as Solarize, Solarize + Battery Storage, and/or Clean Heating and Cooling Campaigns. • CCA and campaign(s) conduct outreach, education, and enrollment to community members in conjunction. • Community members learn about the different clean energy product and service options and benefits as well as the CCA and can	• Energy and bills savings for participants. • Maximize electricity bill savings by installing solar and enrolling in a CCA. • Reduce reliance on heating oil or natural gas by installing CHC technologies. • Maximize and support local, clean, renewable energy adoption. • Support local job creation and workforce training. • Reduce GHG emissions. • Reduce customer acquisition costs. • Compatible with time-of-use rates.	• At least 20% of Solarize/Solarize + Battery storage/clean heating and cooling campaign participants install the relevant technology. • More than 50% of Solarize/Solarize + Battery storage/clean heating and cooling campaign program participants enroll in the CCA. • At least 10% of participants are low to moderate income. • Lower purchase and installation cost of relevant technologies by at least 10-20%.

Clean Energy Product/Service	Example	Example Benefits	Measuring Success
	enroll in a one or multiple campaigns.		• Local university, community college, technical college, or veterans receive workforce training on relevant technology.
Battery Storage	• The CCA works with the local government and community to identify critical facilities that could benefit from battery storage. • Identifies at least one facility, issues an RFP, and selects a qualified energy storage contractor to install storage (or solar + storage) offering.	• Increase resilience of critical facilities (e.g., hospital, nursing homes, schools, or community centers) to operate during outages. • Help commercial customers avoid demand charges by shifting electric demand need to low cost periods. • Provide high power quality without fluctuations in voltage or frequency to critical facilities, such as hospitals.	• At least one critical facility in the community evaluates and installs battery storage (or solar + storage).
"Smart Home"/Demand Side Management	• By enrolling in the CCA customers can also sign up to: 1) receive smart home or energy efficient technologies, such as smart thermostats or smart water heaters, that are supported through a utility program or NYSERDA incentive. 2) enroll in a demand response program where customers allow their load to be shifted remotely by the CCA program administrator. • CCA administrator supports the customers with the	• Customer bill savings due to reduced consumption. • Compatible with time-of-use rates. • Ability for program administrator to shift customer electricity consumption in aggregate to times that benefit the grid and avoid electricity supply constraints. • CCA participants are educated on smart home and energy efficient products. • Increase energy-efficiency of community.	• Customers understand their options for energy efficiency and smart home products. • 50% of customers who enroll with the CCA receive and install a smart thermostat or other smart or energy efficient technology. • 10% of customers who enroll with the CCA enroll in a demand response program.

Clean Energy Product/Service	Example	Example Benefits	Measuring Success
	process of purchasing, installing, and properly using the new, smart, efficient technologies. • CCA administrator supports customer with enrolling in demand response program and manages customer participation.		
Electric Vehicles (EVs) and Charging Stations	• The CCA partners with an existing local community partner or campaign to run an aggregated purchase program to reduce purchase costs on electric vehicles and charging stations for municipal fleets, commercial fleets (if possible), and residents. • CCA and EV campaign conduct outreach, education, and enrollment to community members. • Community members learn about the options and benefits of EVs as well as the CCA and can enroll in one or both programs.	• GHG emissions reductions in the transportation sector. • Compatibility with time-of-use rates. • Increased cost savings on EV purchases. • Reduced customer acquisition costs.	• Increase EV penetration in the community by at least 10%. • Lower purchase price on EVs by at least 10% for end-users. • 10% increase in home and municipal charging stations.

APPENDIX C

LIST OF OPT-OUT ELIGIBLE SERVICE CLASSES BY UTILITY

Company	Electric Opt-Out Service Classes	Gas Opt-Out Service Classes
Central Hudson Gas & Electric Corporation	SC 1 Residential Service; and SC 2 General Service	SC 1 Residence Rate; and SC 2 Commercial and Industrial Rate
Consolidated Edison Company of New York, Inc.	SC 1 Residential and Religious; SC2 General - Small; SC 8 Multiple Dwellings - Redistribution; SC 12 Multiple Dwelling - Space Heating; and SC 13 Bulk Power - Housing Developments	SC 1 Residential and Religious Firm Sales Service; SC 2 General Firm Sales Service; and SC 3 Residential and Religious-Heating Firm Sales Service
KeySpan Gas East Corp. dba Brooklyn Union of L.I.	N/A	SC 1 Residential Service; SC 2 Non-Residential Service; and SC 3 Multiple Dwelling Service
National Fuel Gas Distribution Corporation	N/A	SC 1 Residential; and SC 3 General
New York State Electric & Gas Corporation	SC 1 Residential Service; and SC 6 General Service	SC 1 Residential Service; and SC 2 General Service
Niagara Mohawk Power Corporation	SC 1 Residential and Farm Service; and SC 2 Small General Service	SC 1 Residential Service; and SC 2 Small General Service

Orange and Rockland Utilities, Inc.	SC 1 Residential Service; and SC 2 General Secondary or Primary Service	SC 1 Residential and Space Heating; and SC 2 General Service
Rochester Gas and Electric Corporation	SC 1 Residential Service; and SC 2 General Service - Small Use	SC 1 General Service
The Brooklyn Union Gas Company	N/A	SC 1A Residential Non-Heating Service; SC 1B Residential Heating Service; SC 2 General Service; and SC 3 Heating and/or Water Heating Service (Multi-Family Buildings)

RESOLUTION NO.: ___25__ - 2021

OF

FEBRUARY 8, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH JUSHAWN STEVENS IN THE AMOUNT OF $12,500.00

WHEREAS, Jushawn Stevens brought a claim against the City of Newburgh; and

WHEREAS, parties and the City have reached an agreement for the payment of the claim in the amount of Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle these matters for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Jushawn Stevens in the amount of Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: __26__ - 2021

OF

FEBRUARY 8, 2021

A RESOLUTION APPOINTING JOANNE MATTHEWS FORBES TO THE POSITION OF FULL-TIME CITY COURT JUDGE FOR A TERM OF TEN (10) YEARS

WHEREAS, there is a vacancy in the appointive office of City Court Judge; and

WHEREAS, Section 2104(f)(1)(ii) authorizes the City Council of the City of Newburgh to fill such vacancy; and

WHEREAS, this Council believes that appointing Joanne Matthews Forbes to serve as City Court Judge is in the best interests of the City of Newburgh and of this community;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Joanne Matthews Forbes be and she is hereby appointed as City Court Judge of the City of Newburgh for a term of ten (10) years commencing February 9, 2021 and ending February 8, 2031.

RESOLUTION NO.: _____27_____ - 2021

OF

FEBRUARY 8, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE OFFICE OF THE CORPORATION COUNSEL TO EXECUTE A SETTLEMENT AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE PREMISES LOCATED AT 223 THIRD STREET (SECTION 22, BLOCK 2, LOT 10), 225 THIRD STREET (SECTION 22, BLOCK 2, LOT 9), AND 227 THIRD STREET (SECTION 22, BLOCK 2, LOT 8)

WHEREAS, the City of Newburgh commenced legal action against Primo Contracting LLC, current owner of record of the premises known as 223 Third Street (Section 22, Block 2, Lot 10), 225 Third Street (Section 22, Block 2, Lot 9), and 227 Third Street (Section 22, Block 2, Lot 8) to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action pending against Primo Contracting LLC, and the City Manager or the Office of the Corporation Counsel is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

----------X

CITY OF NEWBURGH,

Plaintiff,

STIPULATION OF SETTLEMENT

-against-

PRIMO CONTRACTING LLC,

Index Number: EF-009830-2019

Defendant.

----------X

This Stipulation of Settlement (hereafter "Settlement" or "Agreement") is entered into on the ____ day of _____, 2021, by and between the City of Newburgh ("City") and Primo Contracting LLC, the parties named in this action, as follows:

WHEREAS, by deed dated May 6, 2010, recorded in the Orange County Clerk's Office at Book 13016, Page 1067, the City conveyed to Primo Contracting LLC, for good and valuable consideration, all of its right, title and interest in the real property identified as 223 Third Street, Newburgh, New York, and further identified on the City of Newburgh tax map as Section 22, Block 2, Lot 10; and

WHEREAS, by deed dated August 22, 2008, recorded in the Orange County Clerk's Office at Book 12725, Page 299, the City conveyed to Primo Contracting LLC, for good and valuable consideration, all of its right, title and interest in the real property identified as 225 Third Street, Newburgh, New York, and further identified on the City of Newburgh tax map as Section 22, Block 2, Lot 9; and

WHEREAS, by deed dated August 22, 2008, recorded in the Orange County Clerk's Office at Book 12725, Page 389, the City conveyed to Primo Contracting LLC, for good and valuable consideration, all of its right, title and interest in the real property identified as 227 Third Street,

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Newburgh, New York, and further identified on the City of Newburgh tax map as Section 22, Block 2, Lot 8; and

WHEREAS, the City commenced action against Primo Contracting LLC on or about December 16, 2019 for the return of three (3) aforementioned parcels of real property (hereafter collectively referred to as the "Premises"); and

WHEREAS, the Parties have engaged in discussions in an effort to resolve the matter without further litigation being required by the parties; and

WHEREAS, the intention of the Parties is to restore all of the rights, responsibilities, and defenses to each other *status quo ante* to the dates that Primo Contracting LLC took title to the Premises, but with a new commencement date as further articulated below, such that:

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Defendant's name in the within action shall be modified from "Primo Contracting LLC" to "Primo, LLC". Any references to "Defendant" hereafter shall refer to the entity known as "Primo, LLC" a domestic limited liability company with a DOS ID number of 2875366.
3. Defendant waives any defenses to service or personal jurisdiction.
4. The City shall prepare reformation deeds to the Premises changing the name of the owner of record from "Primo Contracting LLC" to "Primo, LLC." The substantive language in the remainder of the correction deeds shall be preserved and be drafted in a manner and form acceptable to attorneys for both parties.

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5. The City shall also prepare forms TP-584 (including a Tax Law §1409 supplement) and RP-5217 to effectuate the correction deed filings.
6. The City shall be responsible for the filing of the reformation deeds. The parties shall split the costs of filing equally.
7. The parties shall execute this Agreement and the documents referenced in paragraphs 4 and 5, *supra*, contemporaneously with each other.
8. Defendant shall be obligated to comply with the restrictive covenants contained in the correction deeds (referred to herein as "Covenants").
9. To avoid any ambiguity, compliance with the Covenants shall include receipt of a letter from the City of Newburgh Building Inspector stating that: (a) there are no open code violations on the Premises; (b) the Building Inspector observed no violations on the Premises during his most recent inspection; (c) there are no open permits on the Premises; and (d) there is a valid Certificate of Occupancy with respect to the Premises.
10. Delays that may be attributable to the City in connection with compliance with the Covenants (e.g. inspection delays, City Council approval delays) shall toll Defendant's compliance deadlines on a day-for-day basis. However, Defendant must notify both the City's Department of Code Compliance and the City's Office of the Corporation Counsel, in writing or e-mail, when it is ready for a re-inspection, approval, or other City action in order to trigger the time tolling period. In turn, a written decision from the City on the requested City action shall end the time tolling period.
11. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll Defendant's deadlines on a day-for-day basis.

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12. Defendant has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern Defendant's behavior.
13. The City Council of the City of Newburgh, by resolution number _____, has authorized and consented to the terms of the Agreement.
14. There are no other agreements, written or oral, pending between the Parties.
15. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
16. 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.
17. Within 30 days of this Agreement being "So-Ordered" by the Court, the parties shall execute reformation deeds, and other necessary transfer documents in order to effectuate this Agreement.

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

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IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

For the Plaintiff
CITY OF NEWBURGH

_____

By: Jeremy Kaufman, Esq.
Assistant Corporation Counsel

For Defendant
SAFFIOTI & ANDERSON

_____

By: Joseph M. Saffioti, Esq.
Attorney for Defendant

SO ORDERED:

_____

Hon. Maria S. Vazquez-Doles, J.S.C.

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