

**A regular meeting of the City Council of the City of Newburgh was held on Monday, December 12, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.**

Executive Session

**The meeting, which was held at the Activities Center/Recreation Department, 401 Washington Street, Newburgh, New York, was called to order at 6:00 P.M. by Mayor Kennedy.**

**Councilwoman Holmes moved and Councilman Harvey seconded that the council enter into Executive Session at 6:00 P.M.**

**Ayes- Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford, Mayor Kennedy-5**

**No- Councilwoman Abrams**

**CARRIED**

**Councilwoman Abrams moved and Councilman Harvey seconded that the council exit out of Executive Session at 7:15 P.M.**

**Ayes- Councilwoman Abrams, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford, Mayor Rayford-6**

**CARRIED**

Prayer/Rezo

**The Prayer was led by Councilwoman Rayford.**

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

**Present- Mayor Kennedy, Presiding; Councilwoman Abrams, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford-6**

**Absent- Councilwoman Angelo**

**Councilwoman Abrams announced that Councilwoman Angelo is absent tonight due to the recent passing of her Brother-in-Law, Anthony "Tony" Angelo.**

## COMMUNICATIONS

Approval of the minutes of the meeting of November 28th, 2016

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Carried**

## PRESENTATIONS

Certificate of Appreciation will be given to City of Newburgh Employee Marion Perna for 59 years of service

**Mayor Kennedy recognized employee Marion Perna for 59 years of dedicated service to the city.**

Certificate of Appreciation for the Goldback Team

**Members of the Newburgh Goldback Football Team, coaches and various officials of the Newburgh School District were presented with Certificates of Appreciation for their outstanding effort in football and public achievement.**

A Certificate of Recognition will be presented to Trestle Inc. 2017 Calendar featuring Newburgh Waterfront Scenes and supporting City of Newburgh Revitalization

**A Certificate of Recognition was presented to Trestle, Inc., a not-for-profit organization that favors art and the appreciation of art through tourism in the City of Newburgh. 37 artists from the Wallkill River School of Art awarded the top three finalists with monetary awards. A calendar for 2017 was presented to the City Council. It shows the beauty that shows through this city. Many times what we are shown is the underbelly of the city. The calendar is available for purchase through the organization's website: [www.trestle.org](http://www.trestle.org)**

A Certificate of Recognition will be presented to Shawn Dell Joyce at the Wallkill River School of Art for supporting City of Newburgh Revitalization through the arts.

**In addition to recognizing Trestle, Inc. for its work in the city, Mayor Kennedy recognized Wallkill River School for Art four supporting revitalization in the city through arts.**

City Manager Update/ Gerente de la Ciudad pone al dia la audiencia de los planes de cada departamento

## POLICE DEPARTMENT

**The PD responded to 2356 calls for service in November. The PD has teamed up with the NYS Attorney General's Office to do another Gun Buyback Program. The Buyback event**

will held on Friday, December 16th from 10 AM to 1 PM at the Recreation Center. The last Buyback event resulted in 53 weapons purchased, including 16 handguns. Persons should contact the PD for additional information.

## **WATER DEPARTMENT**

The department continues to respond to the events of the water crisis since it began earlier this year. We anticipate the development of a new carbon filtration plant that is going to be treating our water and utilizing State of The Art technology to help filter out impurities, such as PFOS and other contaminants. We are excited to know that we will be able to filter out these chemicals before we are able to drink them. He mentioned that a number of other developments in the department will be outlined during a slide presentation at the upcoming 2017 State of the City Address.

## **CODES DEPARTMENT**

The Fire Prevention Unit and Codes Enforcement teams have been integrated into the same office at 123 Grand Street. We have a team that exhibits a tremendous 'Can-do' spirit. We are running into a lot of obstacles, but we are also learning how to overcome them. We are moving permits at an efficient pace, and the commercial inspections are underway. There is a strengthened connection with the Corporation Counsel to streamline procedures, such as violations and other matters as they relate to Court action. We are hopeful that the resolution on for this evening will be passed to help the department to move to the next level.

## **RECREATION DEPARTMENT**

Winter Basketball started on December 2nd at the Newburgh Armory. The City of Newburgh hosted the first in a series of monthly youth boxing shows. Registration for the Positive Image Teen Program has occurred. The program promotes health and personal development for high school aged youth. The first session will begin on January 27, 2017. For more information contact the Recreation Department at (845) 565-3230. Finally the recreation department will host Open Gym at the Newburgh Armory. Open Gym occurs whenever the Newburgh Enlarged City School District is either closed or on a half-day school schedule. The next Open Gym is scheduled for Wednesday, December 14th. More information can be obtained on the city's website.

The City Manager concluded his report and announced that may have to leave early this evening.

## **COMMENTS FROM THE PUBLIC REGARDING THE AGENDA**

Pastor Rosie, 104 Broadway, stated that she is pleased to see that Ordinance #4-2016 is on the agenda. She has had a problem with this issue for seven years right in front of her door. Most of the acts of public urination have been committed by persons who pull up in front of the neighboring store, go inside to buy the paper, and then come out and decide to relieve themselves in the open. You would think that it only occurs with the few homeless individuals that do this, but they are not the only ones. The kids in her program get to watch this. She thanked the Police Chief, the other businesses who joined in with the complaints,

**and Michelle Kelson for writing the legislation. She hopes this comes out with favorable results. We have to change the culture of our city to be something that is more presentable for our kids to grow up in, and for businesses to thrive.**

**There were no further comments.**

#### **COMMENTS FROM THE COUNCIL REGARDING THE AGENDA**

**There were no comments at this time.**

**NONE**

#### **CITY MANAGER'S REPORT**

Resolution No. 325 - 2016 - Quest Proposal for Asbestos Variance, Testing & Monitoring for Demolition of House at Brown's Pond

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 326 - 2016 - SEQRA for Adoption of SWMP

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 327 - 2016 - Adoption updated Stormwater Management Plan (SWMP)

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 328 - 2016 T&B Audit of Telecommunication

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 329 -2016 - Award Bid for RFP 5.2016 for Municipal Software

**Councilwoman Holmes stated that she is not in favor of it. We need to explore other software companies that are compatible. This is a lot of money that isn't budgeted for. We need to look at what we can get the best bang for our buck. She asked the Comptroller if this was the only software that she presented to the council.**

**City Comptroller Kathryn Mack explained that an RFP was done in June there were five vendors that came back ranging from the highest bid of \$500K to the lowest bid at \$55K. One of the companies that came in with a lower bid didn't offer a user-friendly citizen**



portal site. So moving forward the team chose Muncity for its background in infrastructure and engineering, in addition to being able manage codes programs. Mack responded to Holmes that this was the only software company that was presented to the council.

Councilman Harvey stated that he feels this resolution is rushed. We need to do a cost-comparison analysis first. More vetting needs to occur since it wasn't budgeted for.

Mack explained that we have \$30K remaining from the 2013 BAN. She pointed out that we would have to wait until this time next year to revisit the issue. She explained that these are funds from other sources. She would not have presented it if we didn't have available funds tonight. She pointed out that she is not rushing the council into passing it. But if it does not pass it then we will have to figure out some things, as a team, moving forward into 2017. She wants the council to be aware of the implications of not passing it tonight, and what it would mean to those department heads that could benefit from a software package that could help us identify problems in our infrastructure, our codes, and community interfaces.

Councilwoman Rayford stated that we have to remember the taxpayers and the business owners, as they are the ones who will be impacted by it. She does not feel that passing this resolution would help the situation. She will not be voting in favor of it, because we just cant afford it.

Councilwoman Mejia realizes that we face challenges, such as keeping track of our distressed properties, and property management. Having a software that helps us keep track of all of that information presents an economic development opportunity. For her, she does not want to lose track of the conversations that we have been having the State Attorney General about the Zombie Initiative; as well as more information about the leftover BAN money. She pointed out that if this doesn't pass tonight, then she wants the staff to know that there will be a second opportunity to explore it so that it doesn't become a lost cause.

Mack stated that she could share the information regarding the RFP process with the council so that it is aware of the process, and what it is that we do before it comes before the council.

Kennedy stated that she is familiar with Muncity. She recommended to the staff, that as they are going through these processes, it would be great for the council to walk with the team as it goes through the RFP process. Many times we get to the end of the process only to ask "Where did this come from?" We need to put all of our leftover money into our Contingency fund. Also we should develop a software comparison chart. Cheap doesn't always mean that it's the right answer.

Councilwoman Abrams moved and Councilman Harvey seconded.

**Nays: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy-6  
Defeated**

Resolution No. 330 - 2016 - International Festival

**Mayor Kennedy pointed out that this resolution is not taking public money to support the International Festival. This was money that was actually earned. It had its own fund and now the money needs to be moved into another fund.**

**Councilman Harvey does not understand the process by which the money is being moved around. He feels that we are doing double bookkeeping by doing it this way.**

**Katie Mack explained that we could probably change the way this is done. This is the process that has always been done in the past. It is budgeted this way for 2018, so we would have to wait one more year before we can adjust it. The festival hasn't always done that well, so this was one way to guarantee that there is money for that purpose. She pointed out that the city funds other events throughout the year, but there is a difference in how we fund the festival for Labor Day. Mack pointed out that she does not know what the council's stance is on all of the various festivals held throughout the year. She clarified that this is festival that brings in revenue, whereas the other ones are just expense item lines outlined in the budget.**

**Councilwoman Mejia stated that we put it in the budget to guarantee that the event takes place.**

**Councilwoman Rayford publicly thanked Councilwoman Angelo for all of her efforts, and acts of kindness. She pointed out that many times Angelo pays for things out of her own pocket. Rayford feels that someone should be in training, and learning from her. These are things that have to be passed on to others.**

**Mayor Kennedy commented that all of our festivals help to change the perception of the city. They bring positive images to the city. It generates activity and stimulates economic development. She hopes that the council can put on for a future agenda discussion of how we continue to fund the festivals.**

**Councilwoman Abrams stated that this resolution is very important to Angelo. She had a death in the family and that is why she couldn't be here this evening.**

**Councilwoman Abrams moved and Councilwoman Mejia seconded.  
Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6  
Adopted**

Resolution No. 331 - 2016 Purchase of 51 Courtney Avenue

**Councilwoman Abrams moved and Councilman Harvey seconded.  
Ayes: Abrams, Harvey, Holmes, Rayford, Kennedy - 5  
Adopted**

Resolution No. 332 - 2016 Purchase of 8 Larter Avenue

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 333 - 2016 to Adopt the 2017 Community Development Block Grant (CDBG)  
Annual Plan Proposal

**Councilwoman Rayford expressed her distaste at how we are taking care of parks better than we are taking care of our homeless people. It speaks to how we are handling the blight of our city. Also she thought the money for the Shot Spotter software would be coming from the CDBG. She feels that the city can not afford to be leasing the equipment versus owning it for over half a million dollars. She intends to vote against this plan.**

**Mayor Kennedy stated that we went through a process for the Five-Year Plan. There was a public hearing on it, and it has been out there for several months. Yet nobody spoke their feelings on it previously. There was ample opportunity to speak about how one felt about it. She responded that the Shot Spotter money does not come out of this five-year plan.**

**Councilman Harvey asked Dierdre Glenn where are the skate park funds for 2017? He remarked about the income stipulations for the Emergency Home Repair program. What percentage of this fund has actually been used in past practice? He feels that many residents don't qualify because they earn over a certain income; yet all homeowners have to share the tax burden for 2017.**

**Glenn commented that the skate park funding is not in this plan. It comes from earlier monies that have been set aside. She pointed out that the money in the plan is not for parks and greenery. A lot of it is for urban farming initiatives, and helping youth and families to grow their own food, its for our soup kitchens, Meals-on-Wheels, etc. Glenn spoke about the decision-making for emergency home repairs. We have a loan committee that acts in a very professional manner. For the past two years we have been using the funds steadily. She acknowledges the tax burden shared by homeowners. But perhaps homeowners are inquiring with the County instead of the City of Newburgh directly. Part of the challenge is trying to get the word out, because we don't have many applicants applying for programs.**

**Mayor Kennedy pointed out that if we don't pass this we can't get our HUD funding. This must be submitted in order to receive the grant.**

**Councilwoman Holmes feels that we are in the habit of Robbing Peter to Pay Paul. Many times she doesn't know about certain matters until it is on the agenda. She has a problem with that. How are we ever going to get ahead if we continue to act in this manner? When the council allocates money for something, we need to see it through. We need to stop all of the amending that gets done to the budget.**

**Mayor Kennedy clarified that the money for the skate park is not a part of this budget. It is part of a previous budget, so the money is still there. She understands that it can be confusing trying to keep track of everything. She stated that this particular budget gets approved by HUD in Mid-Spring. We don't receive the monies until sometime next summer.**

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Mejia, Kennedy - 4**

**Nays: Holmes, Rayford-2**

**Adopted**

Resolution No. 334 -2016 Extension of time to close -- 1 Lincoln Terrace

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 335 - 2016 Liability and Municipal Property Insurance Renewal for 2017

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 336 - 2016 - Contract Agreement to Acquire Shot Spotter

**TABLED**

**Councilman Harvey expressed that there is growing concern by his constituents. Originally this money was going to come from a federal grant, but we did not receive the grant. We need to look at the cost benefit of this, as it is a lot of money. He is excited and pleased with work of Chief Cameron, but he wants to take his time and go over it because of the amount of money involved. He appreciates that all of the information has been provided. It is important technology, and he wants to support all of the efforts involved in our comprehensive surveillance program. But he hasn't had the chance to look at it, and feels rushed. Anytime we have technology that is going to help us fight crime, he is going to take it seriously. But he wants to give it its just due. He wants to be able to review the numbers so that he can make an informed decision about it.**

**Councilwoman Rayford stated that she is pleased with the work of the police department, especially with the solvability of the latest murders that occurred in our city. But we can not afford this. And to point out things further, the equipment will be leased to the tune of over half a million dollars.**

**Councilwoman Abrams stated that the longer we put this off, then the worst things will be for our city. We have a lot of problems with gun violence. Shot Spotter is the ultimate technology in the Nation. The sooner we get this, the better.**

**Dierdre Glenn stated that she understands the council's concerns. She explained that cameras and police equipment, etc. are part of Community Services under HUD guidelines, and should be provided by the municipality. There was a cap on the amount, and HUD looked very kindly at public utilities. This option is an 18-month program that seemed to fit well into CDBG.**

**Councilwoman Mejia stated that this is the software that she supports wholeheartedly. She is comfortable with the numbers that were shared with her. We have been trying to save up for this type of technology for as long as she can remember, and that is 10 years. By the Grace of the Creator we have saved up \$352K to be able to put it into good use. She understands some of her colleagues desire to pause on it for a little while. But we shouldn't wait on it for too long.**

**Mayor Kennedy remarked that she supports the table, but she supports the software too. She feels that we should go into it with our eyes wide open. She is supportive of every council person that wants to do his or her due diligence to make an informed decision.**

**Councilman Harvey moved and Councilwoman Holmes seconded.**

**Ayes: Harvey, Holmes, Mejia, Kennedy - 4**

**Nays: Abrams, Rayford-2**

**Resolution No. 337 - 2016**

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Rayford, Kennedy - 5**

**Nays: Mejia-1**

**Adopted**

**Resolution No. 338 - 2016**

**Councilman Harvey thought this resolution would be amended to include a waiver. He stated that he is not in the business of repealing legislation passed by previous administrations. He opined that repealing legislation of prior administrations is a bad way to legislate. City residency is important. But, he feels there should be compromises in regards to folks who have dedicated years of service to our city, and who were not always department heads, but who have worked their way up that level. For someone who has made a commitment to our city, and has a proven track record, he would say that are special circumstances in which a residency requirement could be compromised. At least it would give us a two year window to figure it out.**

**Michelle Kelson clarified Harvey's concern by reading the resolution publicly.**

**Councilwoman Holmes stated that she helped put the residency requirement together. She has a big feeling in her heart that if you are going to be a department head in this city, then you should live in the City of Newburgh. She intends to vote against this tonight.**

**Councilwoman Abrams stated that a granting a waiver is not the same thing as repealing legislation. This is a terrible thing to do to our Comptroller. She has dedicated herself to this city. Abrams would go along with this only if we reconsider a special "grandfather-in" clause for those individuals who are already in department head positions. This would be where the compromise comes into place. She feels that anyone coming onboard after January, would absolutely have to reside in the city.**

**Councilwoman Rayford remarked that if we grant a waiver then this would open up another situation similar to that of the Police Chief's position. We appreciate everything that the Comptroller has done for our city. But Rayford stated we need to be mindful that the taxpayers have funded her education. She commented that Katie has received many Blessings from the city. What are you giving back to the city? We do not want to generate another problem because we grant this waiver tonight.**

**Councilwoman Mejia stated that she championed the city residency requirement when she first joined the council. She feels that having department heads reside here does make an impact on the city. Her hat goes off to Ms. Mack, because she has been at the forefront of the day-to-day struggles of the city. She would hate for a comment, such as 'What is the employee giving back to the city' lend itself down a path, in which a negative connotation is attached to the personal struggles that family make each day. For now, Mejia is comfortable with this. She doesn't see it as a waiver. She sees it as an extension.**

**Mayor Kennedy stated that this is a great idea in philosophy. But how does it work when someone has purchased a home and now has to uproot their family due to a residency requirement. Thank goodness we can change things as we go along. We have to stay flexible and open to some things, while we figure it all out. She feels that working 60-70 hours per week is giving something back to our city.**

**Katie Mack stated that she has tried to be as open and honest about the process. She never communicated to anyone that she did not want to live here. She is waiting on the right window of opportunity to be able to move to the City of Newburgh. She came here with her Associates Degree, and saw the opportunity to complete her Bachelor's Degree, which she had already had before the former Comptroller left. Mack stated that her heart is in this city. If she wasn't committed to our city, then she would have taken her degree and left. When she is not at home, she is here. She here, she's at the waterfront, she brings her children to the festivals here because she does love this community. She was surprised to see it written as a waiver, because she is not really asking for a waiver. But she understands that this issue doesn't only affect her.**

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Mejia, Kennedy - 4**

**Nays: Holmes, Rayford-2**

**Adopted**

Resolution No. 339 - 2016

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 340 - 2016

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 341 - 2016

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 342 - 2016

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Resolution No. 343 - 2016

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

**Adopted**

Ordinance 4 - 2016 - Amendment to Chapter 187 Health and Sanitation

**ADOPTED, AS AMENDED**

**Councilwoman Abrams feels that the maximum amount for the first offense is too low. If a person's dog uses the bathroom on someone else's property then the first offense is up to \$500. Human public elimination is "even more disgusting," and the fines for a first offense should be increased "up to \$500" instead of \$250. The penalty should be dramatic.**

**Councilwoman Holmes feels that the council should pass the ordinance, as it is. And if it needs to be amended later then they can do so.**

**Councilwoman Rayford commented that she would like to see signs erected on the streets once this is approved.**

**Councilman Harvey concurred with Abrams. He would support a way to amend the ordinance tonight.**

**Kelson explained the ordinance, as it is written. The penalty is graduated, so if a person is convicted more than once, the minimum fine increases, as does the maximum fine.**

***MOTION TO AMEND ORDINANCE #4-2016***

**Councilman Harvey motioned and Councilwoman Abrams seconded that the ordinance be amended to make the minimum fine \$500.**

**Ayes-Councilwoman Abrams, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Mayor Kennedy-5**

**No- Councilwoman Rayford-1**

**AMENDMENT CARRIED**

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Kennedy - 5**

**Nays: Rayford-1**

**Adopted**

Ordinance No. 5 - 2016 Fees -- Sprinkler Mains and Private Fire Hydrants

**Councilwoman Abrams moved and Councilman Harvey seconded.**

**Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6**

#### **NEW BUSINESS**

**Councilwoman Rayford wanted to discuss the flyer she had seen, in which the Newburgh Anti-Poverty Task Force in conjunction with the United Way, would be providing participants with \$50 gift cards for coming out and sharing their visions for a better Newburgh. Rayford thought the council had discussed concerns about the organization United Way previously.**

**Mayor Kennedy explained that United Way is the convening organization for this event. This is an effort to garner community input, as part of a grant, in which the goal is to come up with a couple of strategic projects that will help shift and reduce the poverty in this city.**

**The community forum will be held on Saturday, January 21, 2017 at 11 A.M. at the Newburgh Armory.**

**Councilman Harvey remarked that he met with the community leader at the forefront of this initiative. She had discussed with him some of her visions in addressing the anti-poverty effort in our city. He was impressed with her ideas and her outlook, and he described her as a "go-getter." He believes everyone was emailed, but he can't say for sure. He took her up on a meeting. But it is important that the entire council body be informed about community efforts in Newburgh.**

**Mayor Kennedy suggested that the council invite her to a future council meeting so that everyone can hear more about this grant and how it works. Kennedy suggested that this matter be put on the agenda for the first work meeting in January.**

**There was nothing further to discuss in new business.**

#### **OLD BUSINESS**

**Councilwoman Rayford wanted to discuss the skate park.**



Deirdre Glenn announced that there would be a public meeting regarding the skate park next Wednesday at 5:30 P.M. at Two Alices, the coffee shop next to the Ritz Theater.

This portion of the meeting was closed.

#### **PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS**

Beatrice Harris addressed police brutality in the city. It hit home for her recently. She is in fear of the police. We need to readdress this issue. The very officers that continue to do this are still on the streets. This is not a city she wants to continue to live in. She stated that her husband was assaulted, and they don't feel safe on their streets anymore.

Sandy Brooks commented that she has lived in this city most of her life. She bought a home here, because she fell in love with it. Now she needs help from the city because of a cat infestation next to her property. Brooks runs a runs a day care and loses a lot of business due to the cat stench. She has spent \$100's of dollars to try to deal with the stench on her own. Before she can walk into her own home, she has to have family members bring her buckets of hot water to douse her shoes so that she doesn't bring that smell inside her home. The cats give birth on her property and it is horrendous. She doesn't even use her backyard because there are dead cats in her pool. She has called, and continues to call, various city departments to help her. But it has been two years and she is not getting the help she needs.

Mayor Kennedy interjected and implored her to stay for the remainder of the meeting. She has someone here tonight to shed some light on the situation.

Roxie Royal stated that we need more transparency on the CDBG board. She has sat on the board for two years, and yet she was not aware of any regarding Shot Spotter. Previously that board met every month, and whenever proposals were made, it went before the board members. Royal has resided in Newburgh since 1948. She has seen a lot of things now, that didn't occur before. She feels that the taxpayers need to know more about what is going on in the city.

Patricia Dolan spoke about the colony of cats on Van Cleft. She is a part of the group that has come before the council in the past to address the cats, not only on Van Cleft, but, throughout the city. To date, six cats have been removed on Van Cleft Avenue, and they are continuing to work on that. She appreciates that the council and the residents are allowing the group to work with them on this problem. Overall, in the long term she feels that we can find a solution. to this problem.

This portion of the meeting was closed.

#### **FURTHER COMMENTS FROM THE COUNCIL**

Councilwoman Abrams mentioned Louey Levy's Greatest Catch , a book hot of the press. If you haven't read it then you can't say that you know the history of Newburgh. She encouraged everyone to shop local, and use the free buses to get around.

Councilman Harvey addressed his concerns about the alleged police brutality incident. He was very prideful of the police department in that it had not had any recent problems in the department. It seems to be rearing its head, and the calls he received were very descriptive and they were not good. We have to look into this matter and address police-community relations. If there are police officers that are only here for a paycheck, and who do not care about residents then it needs to be addressed. Constituents have expressed to him their concerns that many of our officers are from rural areas and don't necessarily understand urban living and the cultural realities of our city. He wants a better understanding of the use of body cameras, such as who has the body cameras on? And when are they turned on/or off? Harvey feels there should be a checks and balances system in place. We have to nip this in the bud and address these issues immediately. We don't want these things to boil over into bigger incidents.

He spoke about the need for transparency in CDBG. It concerns him to hear from a board member that she didn't know about Shot Spotter funding is besides him. He assumes that these issues are vetted, and that protocols are followed by the board before it comes before the council. In hindsight, he is happy that he motioned to table that item, knowing that protocols were not followed. There is a major disconnect when it happens like this.

Harvey commented that the second series of the 100 Men For Newburgh group, entitled *Finding Financial Freedom*, was met with a good turnout over the weekend, though not as good a turnout as the one entitled *How to Handle an Encounter with Police*. He reminded everyone that there is a 3-on-3 Basketball Tournament/Toy Drive on Dec. 17th, at Newburgh Armory, complete with free turkey and ham giveaways at the event. Harvey encouraged everyone to spread the word. Last he mentioned the *Christmas Bus*, sponsored by We Are Newburgh, in which all of the collected toys will be distributed to children city-wide. Pre-Registration is required and will occur on Dec. 17th.

Councilwoman Holmes referred Julius and Beatrice Harris to Chief Cameron and the Police-Community Relations Board to fill out the necessary forms. Holmes hopes that the family can receive the information they need regarding the incident. Her constituents in Ward Four are very happy to see foot patrols occurring throughout the neighborhood. Holmes mentioned that even though the cat legislation was tabled previously, the council does want to do something about the issue. Chief Cameron recently provided the council with much information about cat rescue Holmes stated that just as we discuss Shot Spotter technology for safety, we realize that a day-care requires safety, as well. The cat issue needs to be resolved too, regardless of how much money it costs. Both issues have safety concerns. Holmes agrees that more CDBG transparency is necessary. We rob Peter to pay Paul all the time, and we can't put one issue before another. She thanked everyone for coming out this evening. She wished everyone a Merry Christmas.

Councilwoman Mejia pointed out that this is the time of year that folks and families tend to be very reflective. Her heart and prayers goes out to those families who have lost loved ones this year. It is awesome to see the young people come out to the meeting. She stated that she appreciates all of the work that the staff do in our city. Mejia stated she is glad that 2016 is over. We have accomplished a lot, but there is still more work to be done. She looks forward to all of the adventures that we are going to have in 2017. She wished

everyone a Happy Holiday, in both English and Spanish.

Councilwoman Rayford thanked everyone for a good year. She thanked everyone who supported her on the council. She learned a lot. This is an extremely rough time of year for her, as her mother died in her arms thirty-two years ago on Christmas Eve. She implored everyone to avoid taking *Christ* out of Christmas. She stated "for he is the reason for the Season." This should be a time for embracing each other and moving forward. This is the time to put our biases and differences away. She wished everyone a Merry Christmas and Feliz Navidad.

Mayor Kennedy commented that this has been a personal journey for her this year. As many of us know she has faced challenges in her health. She is grateful for the many prayers and support that she received, in order to be able to get through this difficult time. Kennedy stated "when you face death in the face, and straight on...your priorities get turned around very quickly." In order to bring peace to this community we have to consider walking a mile in another person's shoes. She implored us to consider how someone else sees and perceives something that may be different from how *You* see it. It doesn't mean that the other person is right or wrong, and it doesn't mean that *You* are right or wrong. It is just that two people see things differently. Kennedy stated she is grateful for the progress that this council has made over the year. We have had our share of ups and down, but we have figured a way to work on it together. There are so many celebrations, in so many diverse ways to celebrate the Holiday Season. May you all really experience the joy of the season. We will continue to work for this city and learn to grow together so that we can accomplish more.

There were no other comments at this time.

#### ADJOURNMENT

There being no other business to come before the council, the meeting adjourned at 9:40 P.M.

Submitted,

Respectfully

KATRINA COTTEN  
DEPUTY CLERK

# City of Newburgh

## MEETING NOTICE

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83 Broadway - City Hall, Newburgh, NY 12550

Phone: (845) 569-7301 Fax: (845) 569-7370

[www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)

For Immediate Release

December 6, 2016

### **EXECUTIVE SESSION SCHEDULED**

The City Council will meet in executive session at 6:00 p.m. on Monday, December 12, 2016 to discuss matters pertaining to the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

It is anticipated that the regular portion of the Council meeting will begin on time at 7 p.m.

RESOLUTION NO.: <sup>325</sup>\_\_\_\_\_ - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL  
AND EXECUTE AN AGREEMENT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)  
IN THE AMOUNT OF \$3,600.00 FOR ASBESTOS TESTING AND MONITORING  
SERVICES FOR THE DEMOLITION OF THE HOUSE  
LOCATED AT 117 MOORES HILL ROAD ADJACENT TO BROWN'S POND**

**WHEREAS**, the City of Newburgh included in its Capital Plan the demolition of the house located at 117 Moores Hill Road adjacent to Browns Pond; and

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

**WHEREAS**, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for ensuring compliance with applicable laws, rules and regulations related to the abatement work including applying for appropriate variances or other permits from the New York State Department of Labor and supervision and site monitoring of the abatement work; and

**WHEREAS**, the cost for these services will be \$3,600.00 and funding shall be derived from the 2016 BAN; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement and monitoring services in the amount of \$3,600.00 in connection with the demolition of the house located at 117 Moores Hill Road adjacent to Browns Pond.

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

November 25, 2016

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

**ATTN: Chad Wade**

Via E-mail: [cwade@cityofnewburgh-ny.gov](mailto:cwade@cityofnewburgh-ny.gov)

Re.: Browns Pond House  
Request for Proposal – Variance Develop/Submission, Specification/Bidding and Asbestos  
Abatement Monitoring & Management Services

Dear Mr. Wade,

**Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to: 1) Prepare and submit a Site-Specific Variance to NYSDOL ESU; 2) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 3) provide Asbestos Abatement Monitoring & Management Services during controlled demolition abatement.

**QuES&T** is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

**QuES&T** offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

**QuES&T** provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



**Rudy Lipinski - LEED®AP**  
Director of Field Operations  
NYS/AHERA Inspector/Project Designer  
Cert. #AH 05-09049

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND  
ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES**

**for  
CITY OF NEWBURGH  
83 Broadway  
Newburgh, NY 12550  
At  
BROWNS POND HOUSE  
117 Moores Hill Road  
New Windsor, NY 12553**

***QuES&T agrees to provide the following services:***

**1.) Development and Submission of NYSDOL Site-Specific Variance**

- Meet onsite to identify areas impacted by controlled demolition of Browns Pond House.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

**2.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process**

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content, and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

**3.) Asbestos Abatement Management and Monitoring**

**Item 1:** Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.



***Services Cont'd...***

**Item 2:** Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND  
ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES**

**for  
CITY OF NEWBURGH**

**83 Broadway  
Newburgh, NY 12550**

**At  
BROWNS POND HOUSE  
117 Moores Hill Road  
New Windsor, NY 12553**

➤ **1) SITE-SPECIFIC VARIANCE DEVELOPMENT & SUBMISSION**

- ❖ NYSDOL Variance Prep Including Site Visit \$ 950.00
- ❖ NYSDOL Variance Filing Fee \$ 350.00

**Lump Sum Total : \$ 1,300.00**

➤ **2) ASBESTOS ABATEMENT SPECIFICATION (SHORT SPEC) & BIDDING PROCESS**

- ❖ Develop Abatement Work Scopes with Bid Documents \$ 1,950.00
  - o Including SmartDraw Drawing Development
- ❖ Conduct Onsite Walkthrough w/Prospective Bidders \$ 350.00

**Lump Sum Total : \$ 2,300.00**

➤ **3) ASBESTOS ABATEMENT MONITORING & MGMT SERVICES (UNIT RATES)**

***Pricing Note: Actual project costs may vary significantly based on factors such as abatement crew size, overtime work, division of work areas and duration of enclosures. Upon contractor award, a defined cost estimate will be issued for asbestos abatement monitoring and management of the project.***

**Item 1: Labor** (Minimum On-site Billing; 4 Hours @ OT Rate)

- ❖ Project Manager: \$90/Hr ST/OT
- ❖ EPA/NYS DOL Combined Project Monitor/Air Sampling Technician:
  - \$275/4-hr day Includes Calibrated Area A/S Equipment
  - \$400/8-hr day Includes Calibrated Area A/S Equipment
  - \$ 75/hr; OT

**Item 2: Asbestos Laboratory Services**

- ❖ A/S Sample Analysis (PCM):
  - \$ 12/Sample Includes 48-hr turn-around of results
  - \$ 15/Sample Includes 24-hr turn-around of results
  - \$ 17/Sample Includes 6-hr turn-around of results
  - \$ 20/Sample Includes Rush turn-around of results.

**General Notes:**

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

**ACCEPTANCE OF PROPOSAL #P16-5071**

-----  
***To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.***

***Payment Terms: Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.***

**City of Newburgh – Authorized Representative:**

By \_\_\_\_\_

Signature

Print Name & Title

Date

**RESOLUTION NO.: <sup>326</sup>\_\_\_\_\_ - 2016**

**OF**

**DECEMBER 12, 2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
DECLARING ITSELF TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL  
QUALITY REVIEW ACT (SEQRA) FOR THE STORMWATER MANAGEMENT  
PLAN, ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM  
AND ISSUING A NEGATIVE DECLARATION**

**WHEREAS**, pursuant to Environmental Conservation Law Article 17, Titles 7, 8 and Article 70, the New York State Department of Environmental Conservation issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) to the City of Newburgh and the General Permit requires operators of the regulated small MS4s to develop, implement, and enforce a stormwater management program designed to reduce the discharge of pollutants from small MS4s to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of state and federal law; and

**WHEREAS**, the City of Newburgh proposes to undertake the adoption of a revised and updated Stormwater Management Plan ("SWMP") as required by United States Environmental Protection Agency Administrative Compliance Order CWA-02-2016-3013; and

**WHEREAS**, in compliance with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh wishes to declare itself Lead Agency status, classify the Project as a Type I Action and proposes to accept a Full Environmental Assessment Form ("FEAF"); and

**WHEREAS**, the City of Newburgh has taken a hard look at the environmental impacts of adopting a revised and updated SWMP and has determined that there will be no negative environmental impacts regarding same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares itself to be Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council adopts the Full Environmental Assessment Form Parts 1 and 2 attached hereto; and

3. That the adoption of the SWMP will not have a significant effect on the environment and issues a Negative Declaration by adopting the Full Environmental Assessment Form Part 3 pursuant to the SEQRA; and

**BE IT FURTHER RESOLVED**, by the City Council that the City Manager be and he is hereby authorized and directed to sign the attached Full Environmental Assessment Form at the bottom of Page One thereof (“Determination of Significance”) and is further authorized to sign and file any/and all other documents that may be necessary in connection with the SEQRA review for the SWMP; and

**BE IT FURTHER RESOLVED**, by the City Council that the Clerk of the City be and she is hereby directed to establish and maintain a file readily accessible to the public containing the SEQRA documents referred to herein, and the City’s resolutions pertaining to the SEQRA aspects of the SWMP.

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

|                                                                     |        |            |
|---------------------------------------------------------------------|--------|------------|
| Name of Action or Project:                                          |        |            |
| Project Location (describe, and attach a general location map):     |        |            |
| Brief Description of Proposed Action (include purpose or need):     |        |            |
| Name of Applicant/Sponsor:                                          |        | Telephone: |
|                                                                     |        | E-Mail:    |
| Address:                                                            |        |            |
| City/PO:                                                            | State: | Zip Code:  |
| Project Contact (if not same as sponsor; give name and title/role): |        | Telephone: |
|                                                                     |        | E-Mail:    |
| Address:                                                            |        |            |
| City/PO:                                                            | State: | Zip Code:  |
| Property Owner (if not same as sponsor):                            |        | Telephone: |
|                                                                     |        | E-Mail:    |
| Address:                                                            |        |            |
| City/PO:                                                            | State: | Zip Code:  |

## B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

| Government Entity                                                                                                  | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected)                   |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------|
| a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                  |                                                          |
| b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No     |                                                  |                                                          |
| c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No  |                                                  |                                                          |
| d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No                                   |                                                  |                                                          |
| e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No                                        |                                                  |                                                          |
| f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No                                      |                                                  |                                                          |
| g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No                                         |                                                  |                                                          |
| h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No                                       |                                                  |                                                          |
| i. Coastal Resources.                                                                                              |                                                  |                                                          |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?              |                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?           |                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area?                                                     |                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☐ No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☐ No

If Yes, identify the plan(s):

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c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☐ No

If Yes, identify the plan(s):

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### C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

\_\_\_\_\_

\_\_\_\_\_

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

### C.4. Existing community services.

a. In what school district is the project site located? \_\_\_\_\_

b. What police or other public protection forces serve the project site?

\_\_\_\_\_

c. Which fire protection and emergency medical services serve the project site?

\_\_\_\_\_

d. What parks serve the project site?

\_\_\_\_\_

\_\_\_\_\_

### D. Project Details

#### D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres

b. Total acreage to be physically disturbed? \_\_\_\_\_ acres

c. Total acreage (project site and any contiguous properties) owned  
or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

\_\_\_\_\_

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_

- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year

- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

|                                                                                                                                                                                          |                   |                   |                     |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, show numbers of units proposed. |                   |                   |                     |                                       |
|                                                                                                                                                                                          | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase                                                                                                                                                                            | _____             | _____             | _____               | _____                                 |
| At completion                                                                                                                                                                            | _____             | _____             | _____               | _____                                 |
| of all phases                                                                                                                                                                            | _____             | _____             | _____               | _____                                 |

|                                                                                                                                                                                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, |  |
| i. Total number of structures _____                                                                                                                                                                 |  |
| ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length                                                                                                 |  |
| iii. Approximate extent of building space to be heated or cooled: _____ square feet                                                                                                                 |  |

|                                                                                                                                                                                                                                                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, |  |
| i. Purpose of the impoundment: _____                                                                                                                                                                                                                                                                                      |  |
| ii. If a water impoundment, the principal source of the water: <span style="float: right;"><input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify:</span><br>_____                                                                                   |  |
| iii. If other than water, identify the type of impounded/contained liquids and their source.<br>_____                                                                                                                                                                                                                     |  |
| iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres                                                                                                                                                                                                                |  |
| v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length                                                                                                                                                                                                                                     |  |
| vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):<br>_____                                                                                                                                                                                         |  |

**D.2. Project Operations**

|                                                                                                                                                                                                                                                                                                                                                                             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)<br>If Yes: |  |
| i. What is the purpose of the excavation or dredging? _____                                                                                                                                                                                                                                                                                                                 |  |
| ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?                                                                                                                                                                                                                                                                     |  |
| <ul style="list-style-type: none"> <li>• Volume (specify tons or cubic yards): _____</li> <li>• Over what duration of time? _____</li> </ul>                                                                                                                                                                                                                                |  |
| iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.<br>_____<br>_____                                                                                                                                                                                                                            |  |
| iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, describe. _____<br>_____                                                                                                                                                                   |  |
| v. What is the total area to be dredged or excavated? _____ acres                                                                                                                                                                                                                                                                                                           |  |
| vi. What is the maximum area to be worked at any one time? _____ acres                                                                                                                                                                                                                                                                                                      |  |
| vii. What would be the maximum depth of excavation or dredging? _____ feet                                                                                                                                                                                                                                                                                                  |  |
| viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                     |  |
| ix. Summarize site reclamation goals and plan: _____<br>_____<br>_____                                                                                                                                                                                                                                                                                                      |  |

|                                                                                                                                                                                                                                                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes: |  |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____<br>_____                                                                                                                                        |  |



ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No  
If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

---

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No  
If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No  
If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

---

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No  
If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No  
If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                  |                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____<br/>           _____<br/>           _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                             |                                                                                                                      |
| <p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                         |                                                                                                                      |
| <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____<br/>           _____<br/>           _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                  |                                                                                                                      |
| <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____<br/>           _____<br/>           _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                  |                                                                                                                      |
| <p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____<br/>           _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____<br/>           _____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____<br/>             _____</li> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                      |
| <p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                  |                                                                                                                      |
| <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                      |
| <p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>                                                                                                               |                                                                                                                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                         |                                                                                                                                                                                          |                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                         |                                                                                                                                                                                          |                                                                                                                                                                                         |
| <p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                         |                                                                                                                                                                                          |                                                                                                                                                                                         |
| <p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend<br/> <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> |                                                                                                                                                                                         |                                                                                                                                                                                          |                                                                                                                                                                                         |
| <p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                         |                                                                                                                                                                                          |                                                                                                                                                                                         |
| <p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> </td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                         | <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |                                                                                                                                                                                          |                                                                                                                                                                                         |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <p>n.. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul> |  |

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
     • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
     • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

## E. Site and Setting of Proposed Action

| <b>E.1. Land uses on and surrounding the project site</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                                     |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------|-----------------------|
| a. Existing land uses.<br>i. Check all uses that occur on, adjoining and near the project site.<br><input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm)<br><input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____<br>ii. If mix of uses, generally describe:<br>_____<br>_____ |                    |                                     |                       |
| b. Land uses and covertypes on the project site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                     |                       |
| Land use or<br>Covertype                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Current<br>Acreage | Acreage After<br>Project Completion | Change<br>(Acres +/-) |
| • Roads, buildings, and other paved or impervious surfaces                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                     |                       |
| • Forested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                     |                       |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                                     |                       |
| • Agricultural<br>(includes active orchards, field, greenhouse etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                                     |                       |
| • Surface water features<br>(lakes, ponds, streams, rivers, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                                     |                       |
| • Wetlands (freshwater or tidal)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                     |                       |
| • Non-vegetated (bare rock, earth or fill)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                     |                       |
| • Other<br>Describe: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                                     |                       |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>c. Is the project site presently used by members of the community for public recreation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>i. If Yes: explain: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes,</p> <p>i. Identify Facilities: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <p>e. Does the project site contain an existing dam? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Dimensions of the dam and impoundment:</p> <ul style="list-style-type: none"> <li>• Dam height: _____ feet</li> <li>• Dam length: _____ feet</li> <li>• Surface area: _____ acres</li> <li>• Volume impounded: _____ gallons OR acre-feet</li> </ul> <p>ii. Dam's existing hazard classification: _____</p> <p>iii. Provide date and summarize results of last inspection: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Has the facility been formally closed? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <ul style="list-style-type: none"> <li>• If yes, cite sources/documentation: _____</li> </ul> <p>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____</p> <p>_____</p> <p>iii. Describe any development constraints due to the prior solid waste activities: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes – Spills Incidents database<br/> <input type="checkbox"/> Yes – Environmental Site Remediation database<br/> <input type="checkbox"/> Neither database         </div> <div>           Provide DEC ID number(s): _____<br/>           Provide DEC ID number(s): _____         </div> </div> <p>ii. If site has been subject of RCRA corrective activities, describe control measures: _____</p> <p>_____</p> <p>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, provide DEC ID number(s): _____</p> <p>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____</p> <p>_____</p> <p>_____</p> |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <ul style="list-style-type: none"> <li>If yes, DEC site ID number: _____</li> <li>Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>Describe any use limitations: _____</li> <li>Describe any engineering controls: _____</li> <li>Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>Explain: _____<br/> _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>E.2. Natural Resources On or Near Project Site</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| a. What is the average depth to bedrock on the project site? _____ feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| c. Predominant soil type(s) present on project site: _____ %<br>_____ %<br>_____ %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| d. What is the average depth to the water table on the project site? Average: _____ feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site<br><input type="checkbox"/> Moderately Well Drained: _____ % of site<br><input type="checkbox"/> Poorly Drained _____ % of site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site<br><input type="checkbox"/> 10-15%: _____ % of site<br><input type="checkbox"/> 15% or greater: _____ % of site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, describe: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| h. Surface water features.<br>i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>ii. Do any wetlands or other waterbodies adjoin the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.<br>iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>iv. For each identified regulated wetland and waterbody on the project site, provide the following information:<br><ul style="list-style-type: none"> <li>Streams: Name _____ Classification _____</li> <li>Lakes or Ponds: Name _____ Classification _____</li> <li>Wetlands: Name _____ Approximate Size _____</li> <li>Wetland No. (if regulated by DEC) _____</li> </ul> |
| v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, name of impaired water body/bodies and basis for listing as impaired: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| i. Is the project site in a designated Floodway? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| j. Is the project site in the 100 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| k. Is the project site in the 500 year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Name of aquifer: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>_____</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul> |  |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>                                                                                                                                                                                                                                                                                                                                                    |  |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p><b>E.3. Designated Public Resources On or Near Project Site</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>                                                                                                                                                                                                                                                                                                                                       |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>                                                                                                                                                                                                                                                                                                                                                        |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <span style="margin-left: 20px;"><input type="checkbox"/> Biological Community</span> <span style="margin-left: 20px;"><input type="checkbox"/> Geological Feature</span></p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>              |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>                                                                                                                                                                                                                                                                        |  |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District<br>ii. Name: _____<br>iii. Brief description of attributes on which listing is based: _____ |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                        |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Describe possible resource(s): _____<br>ii. Basis for identification: _____                                                                                                                                                                                                                                                                                                                                       |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Identify resource: _____<br>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____<br>iii. Distance between project and resource: _____ miles.                                                                                                                        |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:<br>i. Identify the name of the river and its designation: _____<br>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                 |

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

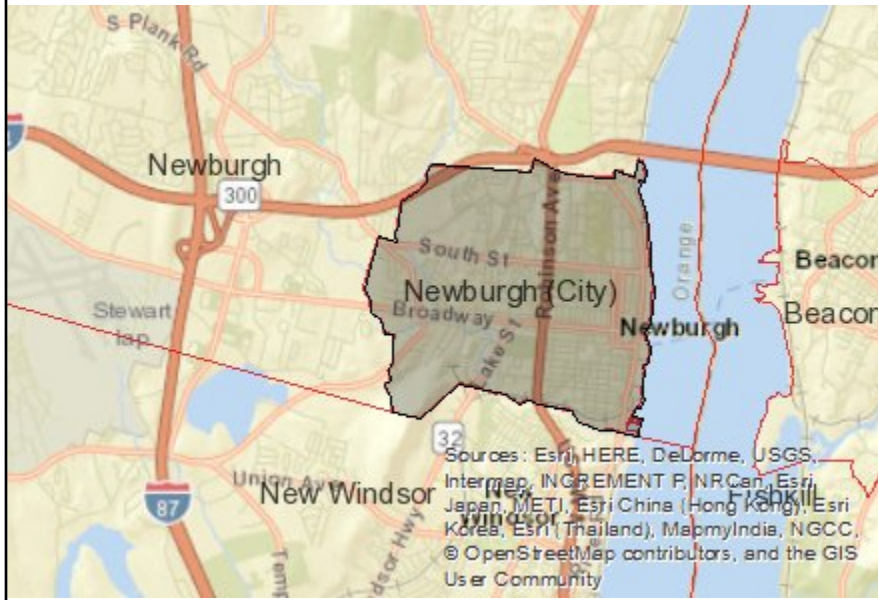
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B.i.i [Coastal or Waterfront Area]                                                 | Yes                                                                                                                                                                                                                                                                                                                                                                                                               |
| B.i.ii [Local Waterfront Revitalization Area]                                      | Yes                                                                                                                                                                                                                                                                                                                                                                                                               |
| C.2.b. [Special Planning District]                                                 | Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.                                                                                                                                                                                                                                                                                                           |
| C.2.b. [Special Planning District - Name]                                          | Remediation Sites:B00136 , Remediation Sites:V00117 , Remediation Sites:E336074, Remediation Sites:B00127 , Remediation Sites:E336075, Remediation Sites:336031 , Remediation Sites:B00188 , Remediation Sites:336042 , Remediation Sites:B00189 , Remediation Sites:336055 , Remediation Sites:336009 , Remediation Sites:336063 , Remediation Sites:C336085, Remediation Sites:336085, Remediation Sites:546031 |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History]           | Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.                                                                                                                                                                                                                                                                                                       |
| E.1.h.i [DEC Spills or Remediation Site - Listed]                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                               |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Yes                                                                                                                                                                                                                                                                                                                                                                                                               |
| E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]                           | B00136 , V00117 , E336074, B00127 , E336075, 336031 , B00188 , 336042 , B00189 , 336055 , 336009 , 336063 , C336085, 546031                                                                                                                                                                                                                                                                                       |
| E.1.h.iii [Within 2,000' of DEC Remediation Site]                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                               |
| E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]                         | 336036 , C336086, B00136 , V00117 , E336074, B00127 , 336077, E336075, 336031 , B00188 , 336042 , B00189 , 336055 , 336009 , 336063 , C336085, 546031                                                                                                                                                                                                                                                             |
| E.2.g [Unique Geologic Features]                                                   | No                                                                                                                                                                                                                                                                                                                                                                                                                |
| E.2.h.i [Surface Water Features]                                                   | Yes                                                                                                                                                                                                                                                                                                                                                                                                               |
| E.2.h.ii [Surface Water Features]                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                               |
| E.2.h.iii [Surface Water Features]                                                 | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.                                                                                                                                                                                                                                                                                 |

|                                                              |                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E.2.h.iv [Surface Water Features - Stream Name]              | 862-204, 862-213, 862-211, 862-210, 862-205, 862-212, 862-219, 862-215, 862-358                                                                                                                                                                          |
| E.2.h.iv [Surface Water Features - Stream Classification]    | C, B                                                                                                                                                                                                                                                     |
| E.2.h.iv [Surface Water Features - Lake/Pond Name]           | 862-218, 862-356, 862-215, 862-359                                                                                                                                                                                                                       |
| E.2.h.iv [Surface Water Features - Lake/Pond Classification] | C                                                                                                                                                                                                                                                        |
| E.2.h.iv [Surface Water Features - Wetlands Name]            | Federal Waters, NYS Wetland                                                                                                                                                                                                                              |
| E.2.h.iv [Surface Water Features - Wetlands Size]            | NYS Wetland (in acres):54.4                                                                                                                                                                                                                              |
| E.2.h.iv [Surface Water Features - DEC Wetlands Number]      | NB-29                                                                                                                                                                                                                                                    |
| E.2.h.v [Impaired Water Bodies]                              | Yes                                                                                                                                                                                                                                                      |
| E.2.h.v [Impaired Water Bodies - Name and Basis for Listing] | Name - Pollutants - Uses:Hudson River (Class B) – Priority Organics – Fish Consumption                                                                                                                                                                   |
| E.2.i. [Floodway]                                            | Yes                                                                                                                                                                                                                                                      |
| E.2.j. [100 Year Floodplain]                                 | Yes                                                                                                                                                                                                                                                      |
| E.2.k. [500 Year Floodplain]                                 | Yes                                                                                                                                                                                                                                                      |
| E.2.l. [Aquifers]                                            | Yes                                                                                                                                                                                                                                                      |
| E.2.l. [Aquifer Names]                                       | Principal Aquifer                                                                                                                                                                                                                                        |
| E.2.n. [Natural Communities]                                 | No                                                                                                                                                                                                                                                       |
| E.2.o. [Endangered or Threatened Species]                    | Yes                                                                                                                                                                                                                                                      |
| E.2.p. [Rare Plants or Animals]                              | No                                                                                                                                                                                                                                                       |
| E.3.a. [Agricultural District]                               | No                                                                                                                                                                                                                                                       |
| E.3.c. [National Natural Landmark]                           | No                                                                                                                                                                                                                                                       |
| E.3.d [Critical Environmental Area]                          | No                                                                                                                                                                                                                                                       |
| E.3.e. [National Register of Historic Places]                | Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.                                                                                                                                                  |
| E.3.e.ii [National Register of Historic Places - Name]       | New York State Armory, Washington's Headquarters, Walsh-Havemeyer House, East End Historic District, Dutch Reformed Church, Crawford, David, House, Old Town Cemetery and Palatine Church Site, US Post Office--Newburgh, Newburgh Colored Burial Ground |
| E.3.f. [Archeological Sites]                                 | Yes                                                                                                                                                                                                                                                      |
| E.3.i. [Designated River Corridor]                           | No                                                                                                                                                                                                                                                       |

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Project :

Date :

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

| <b>1. Impact on Land</b><br>Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)<br><i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> |                                   |                                        |                                             | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------|---------------------------------------------|-----------------------------|------------------------------|
|                                                                                                                                                                                                                                         | Relevant<br>Part I<br>Question(s) | No, or<br>small<br>impact<br>may occur | Moderate<br>to large<br>impact may<br>occur |                             |                              |
| a. The proposed action may involve construction on land where depth to water table is less than 3 feet.                                                                                                                                 | E2d                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |
| b. The proposed action may involve construction on slopes of 15% or greater.                                                                                                                                                            | E2f                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |
| c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.                                                                                                | E2a                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |
| d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.                                                                                                                              | D2a                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |
| e. The proposed action may involve construction that continues for more than one year or in multiple phases.                                                                                                                            | D1e                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |
| f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).                                                                               | D2e, D2q                          | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |
| g. The proposed action is, or may be, located within a Coastal Erosion hazard area.                                                                                                                                                     | B1i                               | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |
| h. Other impacts: _____<br>_____                                                                                                                                                                                                        |                                   | <input type="checkbox"/>               | <input type="checkbox"/>                    |                             |                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                      |                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|-------------------------------------------|
| <b>2. Impact on Geological Features</b><br>The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br><i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i> |                                    |                                      |                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. Identify the specific land form(s) attached: _____                                                                                                                                                                                                                                                                                                                                                                           | E2g                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark.<br>Specific feature: _____                                                                                                                                                                                                                                                                           | E3c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. Other impacts: _____                                                                                                                                                                                                                                                                                                                                                                                                         |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                      |                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|-------------------------------------------|
| <b>3. Impacts on Surface Water</b><br>The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br><i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i> |                                    |                                      |                                           |
|                                                                                                                                                                                                                                                                                                                                                                  | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may create a new water body.                                                                                                                                                                                                                                                                                                              | D2b, D1h                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.                                                                                                                                                                                                   | D2b                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.                                                                                                                                                                                                                                                  | D2a                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.                                                                                                                                                                                                               | E2h                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.                                                                                                                                                                                                                                | D2a, D2h                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.                                                                                                                                                                                                                                             | D2c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).                                                                                                                                                                                                                                       | D2d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.                                                                                                                                                                                   | D2e                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.                                                                                                                                                                                                                                 | E2h                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| j. The proposed action may involve the application of pesticides or herbicides in or around any water body.                                                                                                                                                                                                                                                      | D2q, E2h                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.                                                                                                                                                                                                                                           | D1a, D2d                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |

|                                  |  |                          |                          |
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| l. Other impacts: _____<br>_____ |  | <input type="checkbox"/> | <input type="checkbox"/> |
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| <b>4. Impact on groundwater</b><br>The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.<br>(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)<br><i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i> |                             |                               |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
|                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> NO | <input type="checkbox"/> YES  |                                    |
|                                                                                                                                                                                                                                                                                                                                     | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.                                                                                                                                                                                                | D2c                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer.<br>Cite Source: _____                                                                                                                                                                      | D2c                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may allow or result in residential uses in areas without water and sewer services.                                                                                                                                                                                                                           | D1a, D2c                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may include or require wastewater discharged to groundwater.                                                                                                                                                                                                                                                 | D2d, E2l                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.                                                                                                                                                                                 | D2c, E1f, E1g, E1h          | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.                                                                                                                                                                                                              | D2p, E2l                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.                                                                                                                                                                                        | E2h, D2q, E2l, D2c          | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. Other impacts: _____<br>_____                                                                                                                                                                                                                                                                                                    |                             | <input type="checkbox"/>      | <input type="checkbox"/>           |

| <b>5. Impact on Flooding</b><br>The proposed action may result in development on lands subject to flooding.<br>(See Part 1. E.2)<br><i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i> |                             |                               |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
|                                                                                                                                                                                                             | <input type="checkbox"/> NO | <input type="checkbox"/> YES  |                                    |
|                                                                                                                                                                                                             | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may result in development in a designated floodway.                                                                                                                                  | E2i                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in development within a 100 year floodplain.                                                                                                                              | E2j                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may result in development within a 500 year floodplain.                                                                                                                              | E2k                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may result in, or require, modification of existing drainage patterns.                                                                                                               | D2b, D2e                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may change flood water flows that contribute to flooding.                                                                                                                            | D2b, E2i, E2j, E2k          | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?                                                                                                  | E1e                         | <input type="checkbox"/>      | <input type="checkbox"/>           |

|                                  |  |                          |                          |
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| g. Other impacts: _____<br>_____ |  | <input type="checkbox"/> | <input type="checkbox"/> |
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| <b>6. Impacts on Air</b><br>The proposed action may include a state regulated air emission source. <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br>(See Part 1. D.2.f., D.2.h, D.2.g)<br><i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>                                                                                                                                                                                                                                                                                                     |                                        |                                                                                                                                                                      |                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Relevant Part I Question(s)            | No, or small impact may occur                                                                                                                                        | Moderate to large impact may occur                                                                                                                                   |
| a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:<br>i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> )<br>ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O)<br>iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)<br>iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> )<br>v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions<br>vi. 43 tons/year or more of methane | D2g<br>D2g<br>D2g<br>D2g<br>D2g<br>D2h | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |
| b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.                                                                                                                                                                                                                                                                                                                                                                                                                                | D2g                                    | <input type="checkbox"/>                                                                                                                                             | <input type="checkbox"/>                                                                                                                                             |
| c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.                                                                                                                                                                                                                                                                                                                                                                         | D2f, D2g                               | <input type="checkbox"/>                                                                                                                                             | <input type="checkbox"/>                                                                                                                                             |
| d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | D2g                                    | <input type="checkbox"/>                                                                                                                                             | <input type="checkbox"/>                                                                                                                                             |
| e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | D2s                                    | <input type="checkbox"/>                                                                                                                                             | <input type="checkbox"/>                                                                                                                                             |
| f. Other impacts: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        | <input type="checkbox"/>                                                                                                                                             | <input type="checkbox"/>                                                                                                                                             |

| <b>7. Impact on Plants and Animals</b><br>The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span><br><i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i> |                             |                               |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
|                                                                                                                                                                                                                                                                                                       | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.                                                           | E2o                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.                                                                                                             | E2o                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.                                          | E2p                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.                                                                                                   | E2p                         | <input type="checkbox"/>      | <input type="checkbox"/>           |



|                                                                                                                                                                                             |     |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------|--------------------------|
| e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.                               | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community.<br>Source: _____                                  | E2n | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.              | E2m | <input type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat.<br>Habitat type & information source: _____ | E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.                                                                        | D2q | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Other impacts: _____                                                                                                                                                                     |     | <input type="checkbox"/> | <input type="checkbox"/> |

|                                                                                                                                                                                                                                                                      |                                    |                                      |                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|-------------------------------------------|
| <b>8. Impact on Agricultural Resources</b><br>The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input type="checkbox"/> YES<br><i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i> |                                    |                                      |                                           |
|                                                                                                                                                                                                                                                                      | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |
| a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.                                                                                                                                               | E2c, E3b                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).                                                                                                              | E1a, E1b                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.                                                                                                                                                   | E3b                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.                                         | E1b, E3a                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| e. The proposed action may disrupt or prevent installation of an agricultural land management system.                                                                                                                                                                | E1 a, E1b                          | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.                                                                                                                                               | C2c, C3, D2c, D2d                  | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.                                                                                                                                                                       | C2c                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |
| h. Other impacts: _____                                                                                                                                                                                                                                              |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |



| <b>9. Impact on Aesthetic Resources</b><br>The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)<br><i>If "Yes", answer questions a - g. If "No", go to Section 10.</i> |                             |                                                      |                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------|------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                            |                             | <input type="checkbox"/> NO                          | <input type="checkbox"/> YES                         |
|                                                                                                                                                                                                                                                                                                                                            | Relevant Part I Question(s) | No, or small impact may occur                        | Moderate to large impact may occur                   |
| a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.                                                                                                                                                                                                                    | E3h                         | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.                                                                                                                                                                                              | E3h, C2b                    | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| c. The proposed action may be visible from publicly accessible vantage points:<br>i. Seasonally (e.g., screened by summer foliage, but visible during other seasons)<br>ii. Year round                                                                                                                                                     | E3h                         | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |
| d. The situation or activity in which viewers are engaged while viewing the proposed action is:<br>i. Routine travel by residents, including travel to and from work<br>ii. Recreational or tourism based activities                                                                                                                       | E3h<br>E2q,<br>E1c          | <input type="checkbox"/><br><input type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |
| e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.                                                                                                                                                                                                             | E3h                         | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| f. There are similar projects visible within the following distance of the proposed project:<br>0-1/2 mile<br>1/2 -3 mile<br>3-5 mile<br>5+ mile                                                                                                                                                                                           | D1a, E1a,<br>D1f, D1g       | <input type="checkbox"/>                             | <input type="checkbox"/>                             |
| g. Other impacts: _____<br>_____                                                                                                                                                                                                                                                                                                           |                             | <input type="checkbox"/>                             | <input type="checkbox"/>                             |

| <b>10. Impact on Historic and Archeological Resources</b><br>The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)<br><i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>                                              |                             |                               |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
|                                                                                                                                                                                                                                                                                                    |                             | <input type="checkbox"/> NO   | <input type="checkbox"/> YES       |
|                                                                                                                                                                                                                                                                                                    | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places. | E3e                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.                                                           | E3f                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory.<br>Source: _____                                                                                                                        | E3g                         | <input type="checkbox"/>      | <input type="checkbox"/>           |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                       |                                                                                                 |                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| d. Other impacts: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       | <input type="checkbox"/>                                                                        | <input type="checkbox"/>                                                                        |
| <p>If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:</p> <p>e.</p> <p>i. The proposed action may result in the destruction or alteration of all or part of the site or property.</p> <p>ii. The proposed action may result in the alteration of the property’s setting or integrity.</p> <p>iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.</p> | <p>E3e, E3g, E3f</p> <p>E3e, E3f, E3g, E1a, E1b</p> <p>E3e, E3f, E3g, E3h, C2, C3</p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> |

|                                                                                                                                                                                                                                                                                                                                         |                                    |                                      |                                           |                             |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|-------------------------------------------|-----------------------------|------------------------------|
| <b>11. Impact on Open Space and Recreation</b><br>The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.<br>(See Part 1. C.2.c, E.1.c., E.2.q.)<br><i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i> |                                    |                                      |                                           | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
|                                                                                                                                                                                                                                                                                                                                         | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |                             |                              |
| a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.                                                                                                                 | D2e, E1b E2h, E2m, E2o, E2n, E2p   | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| b. The proposed action may result in the loss of a current or future recreational resource.                                                                                                                                                                                                                                             | C2a, E1c, C2c, E2q                 | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| c. The proposed action may eliminate open space or recreational resource in an area with few such resources.                                                                                                                                                                                                                            | C2a, C2c E1c, E2q                  | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| d. The proposed action may result in loss of an area now used informally by the community as an open space resource.                                                                                                                                                                                                                    | C2c, E1c                           | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| e. Other impacts: _____<br>_____                                                                                                                                                                                                                                                                                                        |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |

|                                                                                                                                                                                                                                               |                                    |                                      |                                           |                             |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|-------------------------------------------|-----------------------------|------------------------------|
| <b>12. Impact on Critical Environmental Areas</b><br>The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)<br><i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i> |                                    |                                      |                                           | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
|                                                                                                                                                                                                                                               | <b>Relevant Part I Question(s)</b> | <b>No, or small impact may occur</b> | <b>Moderate to large impact may occur</b> |                             |                              |
| a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.                                                                                            | E3d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.                                                                                             | E3d                                | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |
| c. Other impacts: _____<br>_____                                                                                                                                                                                                              |                                    | <input type="checkbox"/>             | <input type="checkbox"/>                  |                             |                              |

**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

*If “Yes”, answer questions a - f. If “No”, go to Section 14.*

|                                                                                                       | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|-------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
| a. Projected traffic increase may exceed capacity of existing road network.                           | D2j                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in the construction of paved parking area for 500 or more vehicles. | D2j                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action will degrade existing transit access.                                          | D2j                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action will degrade existing pedestrian or bicycle accommodations.                    | D2j                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may alter the present pattern of movement of people or goods.                  | D2j                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. Other impacts: _____<br>_____                                                                      |                             | <input type="checkbox"/>      | <input type="checkbox"/>           |

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

*If “Yes”, answer questions a - e. If “No”, go to Section 15.*

|                                                                                                                                                                                                            | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action will require a new, or an upgrade to an existing, substation.                                                                                                                       | D2k                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use. | D1f, D1q, D2k               | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.                                                                                                                          | D2k                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.                                                                                | D1g                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. Other Impacts: _____<br>_____                                                                                                                                                                           |                             |                               |                                    |

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

*If “Yes”, answer questions a - f. If “No”, go to Section 16.*

|                                                                                                                                                | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may produce sound above noise levels established by local regulation.                                                   | D2m                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home. | D2m, E1d                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may result in routine odors for more than one hour per day.                                                             | D2o                         | <input type="checkbox"/>      | <input type="checkbox"/>           |

|                                                                                                         |          |                          |                          |
|---------------------------------------------------------------------------------------------------------|----------|--------------------------|--------------------------|
| d. The proposed action may result in light shining onto adjoining properties.                           | D2n      | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions. | D2n, E1a | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____<br>_____                                                                        |          | <input type="checkbox"/> | <input type="checkbox"/> |

#### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

*If "Yes", answer questions a - m. If "No", go to Section 17.*

|                                                                                                                                                                                                       | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.                                                 | E1d                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The site of the proposed action is currently undergoing remediation.                                                                                                                               | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.                                               | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).                                                               | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.                               | E1g, E1h                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health. | D2t                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action involves construction or modification of a solid waste management facility.                                                                                                    | D2q, E1f                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. The proposed action may result in the unearthing of solid or hazardous waste.                                                                                                                      | D2q, E1f                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.                                                                                              | D2r, D2s                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.                                                    | E1f, E1g<br>E1h             | <input type="checkbox"/>      | <input type="checkbox"/>           |
| k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.                                                                           | E1f, E1g                    | <input type="checkbox"/>      | <input type="checkbox"/>           |
| l. The proposed action may result in the release of contaminated leachate from the project site.                                                                                                      | D2s, E1f,<br>D2r            | <input type="checkbox"/>      | <input type="checkbox"/>           |
| m. Other impacts: _____<br>_____                                                                                                                                                                      |                             |                               |                                    |

| <b>17. Consistency with Community Plans</b><br>The proposed action is not consistent with adopted land use plans.<br>(See Part 1. C.1, C.2. and C.3.)<br><i>If “Yes”, answer questions a - h. If “No”, go to Section 18.</i> |                                   |                               |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------|------------------------------------|
|                                                                                                                                                                                                                              |                                   | <input type="checkbox"/> NO   | <input type="checkbox"/> YES       |
|                                                                                                                                                                                                                              | Relevant Part I Question(s)       | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).                                                                                        | C2, C3, D1a<br>E1a, E1b           | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.                                                                             | C2                                | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action is inconsistent with local land use plans or zoning regulations.                                                                                                                                      | C2, C2, C3                        | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action is inconsistent with any County plans, or other regional land use plans.                                                                                                                              | C2, C2                            | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.                                                         | C3, D1c,<br>D1d, D1f,<br>D1d, E1b | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.                                                                               | C4, D2c, D2d<br>D2j               | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)                                                                            | C2a                               | <input type="checkbox"/>      | <input type="checkbox"/>           |
| h. Other: _____<br>_____                                                                                                                                                                                                     |                                   | <input type="checkbox"/>      | <input type="checkbox"/>           |

| <b>18. Consistency with Community Character</b><br>The proposed project is inconsistent with the existing community character.<br>(See Part 1. C.2, C.3, D.2, E.3)<br><i>If “Yes”, answer questions a - g. If “No”, proceed to Part 3.</i> |                                |                               |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------|------------------------------------|
|                                                                                                                                                                                                                                            |                                | <input type="checkbox"/> NO   | <input type="checkbox"/> YES       |
|                                                                                                                                                                                                                                            | Relevant Part I Question(s)    | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.                                                                                                         | E3e, E3f, E3g                  | <input type="checkbox"/>      | <input type="checkbox"/>           |
| b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)                                                                                                                               | C4                             | <input type="checkbox"/>      | <input type="checkbox"/>           |
| c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.                                                                                                                 | C2, C3, D1f<br>D1g, E1a        | <input type="checkbox"/>      | <input type="checkbox"/>           |
| d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.                                                                                                                    | C2, E3                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| e. The proposed action is inconsistent with the predominant architectural scale and character.                                                                                                                                             | C2, C3                         | <input type="checkbox"/>      | <input type="checkbox"/>           |
| f. Proposed action is inconsistent with the character of the existing natural landscape.                                                                                                                                                   | C2, C3<br>E1a, E1b<br>E2g, E2h | <input type="checkbox"/>      | <input type="checkbox"/>           |
| g. Other impacts: _____<br>_____                                                                                                                                                                                                           |                                | <input type="checkbox"/>      | <input type="checkbox"/>           |

***Full Environmental Assessment Form***  
***Part 3 - Evaluation of the Magnitude and Importance of Project Impacts***  
***and***  
***Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

RESOLUTION NO.: 327 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION ADOPTING A REVISED AND UPDATED STORMWATER  
MANAGEMENT PLAN FOR THE CITY OF NEWBURGH**

**WHEREAS**, The City of Newburgh is a holder of a Permit issued by the New York State Department of Environmental Conservation known as a SPDES General Permit for Stormwater Discharges from MS4s under general permit number, GP-0-I5-003 on May 1 ,2015 and expiring on April 30, 2017; and

**WHEREAS**, pursuant to Environmental Conservation Law Article 17, Titles 7, 8 and Article 70, the New York State Department of Environmental Conservation issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) to the City of Newburgh and the General Permit requires operators of the regulated small MS4s to develop, implement, and enforce a stormwater management program designed to reduce the discharge of pollutants from small MS4s to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of state and federal law; and

**WHEREAS**, by Resolution No. 41-2016 of February 22, 2016, the City Council authorized the City Manager to execute a contract with The Chazen Companies to provide engineering services to assist the City to make improvements to the City's Stormwater Management Plan ("SWMP"); and

**WHEREAS**, a revised and updated SWMP as required by United States Environmental Protection Agency Administrative Compliance Order CWA-02-2016-3013 is completed and the City of Newburgh proposes to adopt the revised SWMP as being in the best interests of the City of Newburgh;

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Newburgh hereby adopts a revised and updated Stormwater Management Plan as required by the City's Stormwater Management Program and the City's SPDES General Permit.



**RESOLUTION NO.:** <sup>328</sup>\_\_\_\_\_ - 2016

**OF**

**DECEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH TROY & BANKS, INC.  
TO PROVIDE UTILITY BILLING ANALYSIS SERVICES  
ON BEHALF OF THE CITY OF NEWBURGH**

**WHEREAS**, the City of Newburgh wishes to enter into the attached Consulting Agreement with Troy & Banks, Inc. to provide utility billing analysis services; and

**WHEREAS**, this agreement will authorize Troy & Banks, Inc. to review the City's telecommunications, electric (including street lighting), natural gas and other utility accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors; and

**WHEREAS**, it is in the best interests of the City to retain the professional services of Troy & Banks, Inc. to provide utility billing analysis services for a fee of 24% of any and all recovered refunds and/or credits;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter in an Agreement in the general form attached hereto, with such other terms and conditions as may be required by Corporation Counsel and the City Manager, same as being in the best interest of the City of Newburgh with Troy & Banks, Inc. to provide utility billing analysis services in connection with utility billing analysis services on behalf of the City of Newburgh for a fee of 24% of any and all recovered refunds and/or credits.

|                                                                                                                                                   |  |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------|
| COUNTY OF ROCKLAND - DGS-PURCHASING<br>BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970<br>TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809 |  | PAGE: 1                        |
| TITLE: <b>CONSULTING, UTILITY AND<br/>TELECOMMUNICATION AUDITING SERVICES</b>                                                                     |  | RFP NUMBER:<br>RFP-RC-2012-024 |

## REQUEST FOR PROPOSAL



**BID DISTRIBUTION - Important Notice** - The County of Rockland officially distributes bidding documents from the Purchasing Division Office or through the Hudson Valley Municipal Purchasing Group's Regional Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Regional Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Rockland County Purchasing Division or the HVMPG Regional Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the HVMPG Regional Bid Notification System at [www.rcpurchasing.com](http://www.rcpurchasing.com).

### REQUEST FOR PROPOSAL DEFINITION:

*An RFP defines the situation or object for which the goods and or services are required, how they are expected to be used and/or problems that they are expected to address. Vendors are invited to propose solutions that will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.*

**Closing date for the Request for Proposal is 5:00 pm, local time, on OCTOBER 12, 2012.**

**Please make note that the United States Postal Service does not deliver directly to this facility, however, other overnight couriers DO deliver directly to our facility. It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. LATE PROPOSALS will NOT be considered.**

**Send a clearly MARKED ORIGINAL AND THREE COPIES of each proposal. Response shall also include a complete electronic copy of entire proposal on CD or flash drive.**

**Please use the above RFP number on all correspondence.**

**For further information contact:**

**Paul J. Brennan, CPPO, Director of Purchasing  
Department of General Services – Purchasing Division  
50 Sanatorium Road, Building A, 2<sup>nd</sup> floor, Pomona, NY 10970  
Telephone: 845-364-3820 / Telefax: 845-364-3809**

TITLE: **CONSULTING, UTILITY AND  
TELECOMMUNICATION AUDITING SERVICES**

RFP NUMBER:  
RFP-RC-2012-024

**THIS RFP IS IN THREE SECTIONS:**

**SECTION A – Requirements Section**  
**SECTION B – Information Section**  
**SECTION C – Forms**

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|                                                                                                                                                                                                                      |  |                                        |
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| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 3                                |
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## SECTION A – REQUIREMENTS SECTION

### INTRODUCTION

#### COUNTY MISSION

*We shall serve the people of Rockland County well by providing needed services in a high quality, ethical, courteous, timely and cost effective manner.*

#### COUNTY OF ROCKLAND GOVERNMENT OVERVIEW

Rockland County, the smallest county (geographically) in New York State north of New York city, is a triangle in shape of about 176 square miles, 18 by 20 miles on its borders. It is situated on the west bank of the Hudson River, its geographical center 33 miles north of the Metropolitan Business district (NYC).

Rockland is part of a Multi-county region, which forms the New York Metropolitan Area. The County's population at 311,687 in 2010 represented a growth rate increase of 8.7% above 2000 population figures.

In accord with the governmental structure prevalent in New York State, local government powers are distributed to the county, towns and villages. The County has a 17-member legislature, elected County Executive and other Officials. Among the major County functions are consumer protection, special education, elections, health/social services, selected highways, manpower, parks, a sewer treatment plant and public transportation.

#### PROPOSAL PREPARATION AND SUBMISSION

All submissions must conform to the Vendor Response Format and all the Requirements as outlined in Section A - "Requirements Section". Proposers are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection.

#### RECEIPT CONFIRMATION FORM

Upon receipt, fill out the attached Receipt Confirmation Form and fax it to the County. All subsequent information regarding this RFP will be directed only to those who return the form with an indication that they intend to submit a proposal.

|                                                                                                                                                                                                                      |  |                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | <p><b>PAGE: 4</b></p>                         |
| <p><b>TITLE: CONSULTING, UTILITY AND<br/>TELECOMMUNICATION AUDITING SERVICES</b></p>                                                                                                                                 |  | <p><b>RFP NUMBER:<br/>RFP-RC-2012-024</b></p> |

**CLOSING DATE**

A clearly marked original and all complete copies of each proposal must be received at 50 Sanatorium Road, Building A, 2<sup>nd</sup> Floor, Pomona, NY 10970 by 5:00 PM, local time on the date specified in the Summary of Key Information, Addressed to:

**Paul J. Brennan, CPPO**  
**Director of Purchasing**  
**Department of General Services – Purchasing Division**  
**50 Sanatorium Road, Building A, 2<sup>nd</sup> floor**  
**Pomona, NY 10970**  
**Telephone: 845-364-3820**  
**Telefax: 845-364-3809**

**PROPOSALS MUST BE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE  
PROPOSER AND THE RFP NUMBER ON THE ENVELOPE AND/BOX.**

**Proposers must conform to instructions given regarding proposal requirements as detailed in Section A – Requirements Section**

**AMERICANS WITH DISABILITIES**

“The County of Rockland is committed to full compliance with the Americans with Disabilities Act. To that end, the County is committed to creating an accessible environment for all. To request accommodations that you may require, please call Ann Marie Curley at (845) 364-3820. Please request these accommodations four (4) business days in advance so that we can seek to meet your needs.”

**PURCHASES BY OTHER LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES**

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). Please see page 43 for further clarification.

|                                                                                                                                                                                                                      |  |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 5                                |
| <b>TITLE: CONSULTING, UTILITY AND TELECOMMUNICATION AUDITING SERVICES</b>                                                                                                                                            |  | <b>RFP NUMBER:<br/>RFP-RC-2012-024</b> |

## **TECHNICAL REQUIREMENTS**

### **PURPOSE**

The County of Rockland and the County of Orange seek to establish a contract(s) for Consulting Services to include auditing of invoices for electric, water, sewer, and heating fuels such as natural gas, propane, oil or other fuels, and invoices for telecommunication. This solicitation is being let out on behalf of both the County of Rockland and the County of Orange. The County of Rockland has taken the lead in this solicitation. All questions regarding this solicitation shall be addressed as indicated on the Summary of Key Information Page.

The utility audits should concentrate on rates and services, and not the amount of energy consumed. The utility audits will include County utility billings for electric, water, sewer, and heating fuels such as natural gas, propane, oil or other fuels. The telecommunication audits will include County telecommunication billings for local telephone, intra LATA, long distance, cellular and pagers. The audits will cover the 72 months immediately proceeding the date the audit is performed. Proposer is to provide quantitative and narrative reports that indicate work accomplished and results, including refunds recovered from utility companies. Proposer shall identify tasks and deliverables utilized to accomplish reviews.

In the best interest in the both counties (Rockland and Orange), it may be determined to separately award the utility services from the telecommunications services.

### **PROJECT BACKGROUND**

A previous Request for Proposal was issued in 2007 (RFP-RC-07-003) which had been awarded to Troy and Banks.

### **STAFFING & PERSONNEL BIOGRAPHIES**

Personnel qualifications and experience should be detailed as part of the Technical Proposal. Include resumes for all personnel and subcontractors to be assigned to this project. Identify the Key Project Manager assigned to the contract.

A certification that those persons, who would be assigned to the project, do not own or control, or have a major interest or holding in, any utility companies or utilities equipment manufacturers or suppliers. A certification that members of the project team's immediate families do not own or control or materially benefit from any utilities manufacturers, suppliers or utilities transporters.

### **DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT / QUESTIONNAIRE**

The Supplier Responsibility Questionnaire Form - Section C shall be completed and included in each proposal submitted.

### **CERTIFICATION/LICENSE REQUIREMENTS**

Response shall include documentation of any certification / license needed to perform the services described.

### **LENGTH OF CONTRACT**

The contract term shall be for one (1) year from contract finalization with the option to extend for four (4) additional one (1) year options.

TITLE: **CONSULTING, UTILITY AND  
TELECOMMUNICATION AUDITING SERVICES**

RFP NUMBER:  
RFP-RC-2012-024

**CONTRACT PRICE ADJUSTMENTS UPON RENEWAL**

The proposed rates shall remain firm through the first contract period with no wage adjustments allowed. If the County exercises any of the option years of the contract, Contractors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance in writing to the Director of Purchasing. Any and all price adjustments will be limited to the percentage increase in the CPI Index – All Urban Consumers for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.

**OTHER TECHNICAL REQUIREMENTS**

Include any additional technical requirements in this section.

**PROPOSAL EVALUATION**

Proposals will be evaluated in accordance with applicable County of Rockland procurement policies and procedures. Evaluation will be performed to determine the offeror's understanding of work to be performed, technical approach, potential for completing the work as specified in the Statement of Objectives, cost reasonableness, the probable cost to the County, and ranking with competing offerors.

Award will be made to that responsible offeror(s), whose offer(s), conforming to this RFP, is (are) considered most advantageous to the County, considering the Evaluation Criteria in this Section.

**Technical Response 40%**

The proposer's Statement of Work, Work Breakdown Structure, and Master Schedule will be evaluated against the County's Statement of Objectives and Technical Requirements.

**Personnel Qualifications, Project Organization, Experience and Commitment Criteria 30%**

Proposals will be evaluated considering the offeror's technical and managerial experience, qualifications, and the availability of personnel who are proposed to work on the project; project organization and management structure; and prior experience in managing projects similar in type, technology, size and complexity.

**Relevant Past & Present Performance Criteria 20%**

Assessment of the offeror's past & present performance will be one means of evaluating the credibility of the offeror's proposal and the relative capability to meet performance requirements.

**Cost Criteria 10%**

Cost Proposals will be evaluated with respect to adequacy and reasonableness. This evaluation will include consideration of the probable cost to the County of doing business with each offeror; the possible growth in proposed costs during the course of the contract; the features of each offeror's work plan that could cause the estimate cost to vary; and cost-sharing if proposed. If after the evaluation of technical proposals, two or more competing overall proposals are considered in the competitive range, the evaluated probable cost to the County may be a deciding factor for selection. That is, the highest technical proposal may not necessarily be selected when cost considerations are taken into account.

**PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held at the time and in the location specified on the Summary of Key Information. Attendance may or may not be mandatory. A transcript of the questions and answers will be distributed, to all attendees and proposers who have returned the Receipt Confirmation Form. Verbal questions will be allowed at the meeting. However, questions of a complex nature, or questions where the proposer requires anonymity, should be forwarded in writing to the County prior to the meeting.

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| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 7                                |
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#### **VENDOR RESPONSE FORMAT FOR PRICING AND VALUE-ADDED INFORMATION**

The vendor will provide prices (in U.S. dollars) for the items/services listed. It is important that vendors outline features of their proposal, such as value-added product(s) and/or service(s) that would not normally be addressed in a pricing evaluation as they are of a non-monetary nature. Indicate volume discount levels if they apply to your product(s).

#### **VALUE-ADDED CONSIDERATIONS**

Proposer to include any relevant services or products that will be provided to the County which is not priced in this proposal, but which enhance the acquisition process.

#### **COMPANY PROFILE AND VENDOR INFORMATION:**

The following will be required in a company overview as part of proposer's proposal:

- Brief (one or two paragraphs) description of the vendor's business, its history and future plans
- Vendor Identification
- Corporate name
- Corporate address
- Telephone numbers
- Contact person(s)
- Vendor size
- Number of years in business
- Vendor Stability as indicated below
- Vendor Responsibility as indicated below

#### **FINANCIAL STABILITY**

Proposal shall include the most recent certified business financial statements as of a date not earlier than the end of the Firm's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as the shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return and Pro-Forma (un-audited) Financial Statements for the last three (3) years will be accepted if certified financial statements are unavailable.

**RESPONSIBLE CONTRACTOR/CONSULTANT:** The County of Rockland retains the right to accept any and all offers and to determine what constitutes a "responsible Contractor/Consultant". Specific items, but not limited to, that may be considered in determining responsibility are:

- Financial information relative to the Contractor/Consultant
- Past performance of the Contractor/Consultant as it related to proposal
- Information relative to experience, reliability and competence as related to proposal
- A Contractor/Consultant's past or present criminal involvement or "corrupt conduct", including whether there are pending criminal investigations of or indictments against the Contractor/Consultant
- Willful violations of the prevailing wage provisions of the Labor Law as it related to proposal.
- Contractor may be required to provide additional information, after the proposal opening, to elicit relevant information as part of the evaluation process to determine responsible Contractor/Consultant.



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**FOREIGN NATIONALS**

Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, the County of Rockland reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any contract awarded as a result of this solicitation. In accord with such laws, the County of Rockland does not discriminate against individuals on the basis of national origin or citizenship.

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**PROPOSAL RESPONSE AND ORGANIZATION**

**Organization/Number of Copies**

**Please submit a MARKED ORIGINAL AND THREE (3) COPIES of your proposal. Response shall also include a complete electronic copy of entire proposal on CD or flash drive.**

The Offeror shall prepare the proposal as set forth below. The titles and contents of the section shall be as defined in this section.

- Section I: Executive Summary
- Section II: Technical Response
- Section III: Cost/Price Proposal
- Section IV: Contract Documentation
- Section V: Relevant Past and Present Performance

Cost or Pricing Information – All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal Section. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other sections only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be no less than 11 point. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages will be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the section, and count as a single page.

Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

Binding and Labeling - All Sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs, which shall permit the proposal to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the offeror's name. The same identifying information should be placed on the spine of each binder. All "Trade Secret" or Classified binders shall be similarly marked with the addition of "Trade Secret Information" contained on the cover sheet.

Electronic Offerors - Electronic submission of Proposals is not permitted for this solicitation.

**Section I - Executive Summary**

In the executive summary, the offeror shall provide the following information:

Narrative Summary - A concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section -

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Evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other sections of the proposal.

Table of Contents - A master table of contents of the entire proposal.

## **Section II - Technical Response Section**

The Technical Response Section should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the criteria defined in Section - Evaluation Criteria for award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the requirements stated in the County's Statement of Objectives. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable to tell us that in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

**Format and Specific Content - Technical Response.** In this section address your proposed approach to meeting the requirements listed in the Statement of Objectives, as well as risks in your proposal in terms of project capability/performance, cost and/or schedule.

Address Proposal Risk by identifying those aspects of the proposal you consider involving cost and/or project capability risk. Provide rationale for each risk, including quantitative estimates of the impact on cost, schedule and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of the project goals and Statement of Objectives. Suggest a realistic "work-around" or risk mitigation for identified risks that will eliminate or reduce risk to an acceptable level. Identify any new risks introduced by such risk mitigation.

Personnel Qualifications and Experience should be detailed as part of the Technical Response. Include resumes for all personnel and subcontractors to be assigned to this project.

Address your firms' motivation for being involved in this project and the priority this project will be assigned relevant to other commitments.

**Statement of Work (SOW) – A Statement of Objectives (SOO)** is provided in this RFP. This Statement of Objectives represents the County's minimum objectives for this project. The Offeror shall use the Statement of Objectives to propose a Statement of Work, which expands upon these minimum objectives to the extent necessary to conduct this acquisition. The proposed Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met as detailed in the County's SOO.

The proposed SOW shall consist of tasking statements. Each tasking statement shall reference the deliverables, which will be provided by that task. The proposed SOW shall not contain informational notes, as the Technical Response subsection provides ample opportunity for discussion and description of the offeror's approach. The tasking statements in the SOW shall use a common numbering system. The proposed SOW, when accepted by the County, will be included in the final contract.

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Work Breakdown Structure (WBS) – The Offeror shall develop a Work Breakdown Structure, which reflects their view of the proposed contract effort. The WBS shall serve as a framework for organizing the proposed effort to include in-house, inter-divisional, subcontractor, and associate contractor activities. The WBS shall be developed to a depth (level) and breadth sufficient to accurately describe each participant's role and responsibilities in the project. The Offeror's proposed WBS shall be included with their Statement of Work and will be incorporated as part of the final contract.

Master Schedule (MS) – The intent of this section is to obtain a functionally integrated understanding of the proposal in a way that provides the County confidence that the proposal is structured to be executable for the resources indicated. The Master Schedule is a detailed task and timing of the work effort in the SOW and is used as the primary tracking tool for technical and schedule status. The MS identifies all SOW events, accomplishments, criteria and the expected dates of each. These dates are based on a calendar date of **NOVEMBER 15, 2012** as the starting point and the logical flow of dates provided by calculating the duration of all tasks using typical schedule networking tools. The MS tasks will be directly traceable to the SOW and the WBS.

The Offeror shall provide a top level Master Schedule as part of the proposal submittal. The more detailed levels of the MS, as well as updates, will be submitted after contract award. The MS is intended as a tool for day-to-day tracking of the program/project. All tasks/activities in the MS should be logically linked together showing predecessor/successor relationships. The activities and tasks will be sufficient to account for the total proposed solution.

The Technical Proposal Section shall be organized to the following general outline:

- Table of Contents
- Technical Response to Statement of Objectives
- Statement of Work
- Work Breakdown Structure
- Master Schedule
- Potential Risks

### **Section III - Cost/Price Section**

Cost/Price proposals shall be submitted as detailed in Section 3 - Cost Proposal Requirements of this RFP. Only one copy of the Cost/Price proposal shall be submitted in the "Original Copy". Additional copies of the proposals shall not contain copies of the Cost/Price proposal.

### **Section IV - Contract Documentation**

The purpose of this section is to provide information to the County for preparing the contract document and supporting file. The offeror's proposal shall include:

Affidavit of Disclosure for Political Contributions –required by Local Law.

Affidavit of Business Dealings in Northern Ireland –required by Local Law.

Affirmative Action Plan Certification –required by Local Law.

Disclosure of Responsibility Statement.

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Special Contract Requirements – Required Licenses or Certifications. The Offeror shall include copies of any licenses and/or certifications that are required to perform any of the work required by this RFP. If no licenses and/or certifications are required, the Offeror is not required to make reference to this subsection.

Exceptions to Terms and Conditions – Exceptions taken to the terms and conditions of the sample contract, contract clauses, formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the solicitation. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

Authorized Offeror Personnel – Provide the name, title, telephone number and e-mail address of the company point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also identify those individuals authorized to negotiate with the County.

Company Address and Identifying Codes – Provide company/division’s street address, Federal Identification Number, DUNS Code, and size of business. List all locations where work is to be performed and indicate whether such facility is a division, affiliate or subcontractor, and the percentage of work to be performed at each location.

Subcontracting Plan – If the Offeror intends on using subcontractors a Subcontracting Plan must be included in this section. The Subcontracting Plan shall include a detailed explanation of the work to be subcontracted and the percentage of that work to the total project for each proposed subcontractor. The County of Rockland reserves the right to approve or disapprove of any subcontracting plan.

Participation of Disadvantage Business Enterprises – The Offeror must provide with its offer a statement as to whether they have established targets for DBE participation on this contract. The targets may be provided for participation by a prime contractor, joint venture partner, teaming arrangement member or subcontractor. The targets for subcontractors must be listed separately.

## **Section V - Relevant and Past Performance**

General – Each Offeror shall submit a past and present performance section with its proposal, containing past performance information in accordance with the format contained **in *The Past and Present Performance Information Form***. This information is required on the Offeror and all subcontractors, teaming partners, and/or joint venture partners. Offerors are cautioned that the County will use data provided by each Offeror in this Section and data obtained from other sources in the evaluation of past and present performance.

For each contract submitted as a past performance reference, the Offeror shall submit a client authorization letter, authorizing their client to release to the County information requested on the Offeror’s past and present performance.

Relevant Contracts – Submit Past Performance Information on 5 recent contracts that you consider most relevant in demonstrating your ability to perform the proposed effort. Also include information on 5 recent

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contracts performed by each of your teaming partners and significant subcontractors that you consider most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting your assertion of relevance.

Note that the County generally will not consider performance on a newly awarded contract without a performance history or on an effort that concluded more than 3 years prior to this source selection.

**Specific Content** – Offerors are required to explain what aspects of the reference contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage risk. Merely having problems does not automatically equate to a little or no confidence rating, since problems encountered may have been on a more complex program, or an Offeror may have subsequently demonstrated the ability to overcome the problems encountered. The Offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the Offeror to be considered a higher confidence candidate.

**Organizational Structure Change History** – Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal a “roadmap” describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the County intends to consider present and past performance information provided by other sources as well as that provided by the Offeror(s), your roadmap should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the County receives information from other sources.

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## STATEMENT OF OBJECTIVES

The purpose of this RFP is for Consulting Services to include auditing of invoices for electric, water, sewer, and heating fuels such as natural gas, propane, oil or other fuels, and invoices for telecommunication for the County of Rockland and the County of Orange, NY.

The utility audits should concentrate on rates and services, and not the amount of energy consumed. The utility audits will include County utility billings for electric, water, sewer, and heating fuels such as natural gas, propane, oil or other fuels. The telecommunication audits will include County telecommunication billings for local telephone, intra LATA, long distance, cellular and pagers. The audits will cover the 72 months immediately proceeding the date the audit is performed. Proposer is to provide quantitative and narrative reports that indicate work accomplished and results, including refunds recovered from utility companies. Proposer shall identify tasks and deliverables utilized to accomplish reviews.

For the Utility (*electric, water, sewer, and heating fuels such as natural gas, propane, oil or other fuels*)

- Audit/analyze utility billings for all types of utilities
- Perform a comprehensive analysis of billing information
- Review contracts
- Examine multiple billings for the same location and utility type
- Recalculate a sample of representative bills
- Determine that accounts are being billed under the correct rate
- Recalculate bills, if applicable, to determine if charges would be lower
- Identify future cost reduction items including, but not limited to:
  - Review of alternate rates and riders and/or suppliers
  - Power factor penalty correction
  - Combining or splitting of meters for billing purposes
  - Contract negotiation to eliminate punitive rate clauses
  - Identification of cost reducing options and negotiation with suppliers for deregulated heating fuel or other utilities
  - Produce an information database for accounts over \$1,000.00 per month

For the Telecommunication Audit

- Audit/analyze telecommunication billings
- Perform a comprehensive analysis of local exchange carrier monthly basic service charges
- Verify services and features contained on the customer service record for each location
- Determine that accounts are being billed under the correct rate
- Inventory lines, trunks and circuits
- Sample local calls to insure that correct rates are applied
- Review leased equipment, maintenance contracts, pay phone commissions and operator services commissions to insure that charges billed and commissions received are correct
- Review call detail on intrastate and interstate billings
- Perform a comparative analysis of local calling plans for cost effectiveness
- Review routing for intra LATA, intrastate and interstate calls for cost effectiveness
- Analyze inbound and outbound call traffic for proper trunking

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There shall be a phased approach:

- Phase I - Audit Set Up
- Phase II - Detailed Audit
- Phase II - Refund Claim Negotiations and Cost Savings Implementations

The County of Rockland will provide the awarded firm the following items:

- Copy of a summary account listing by vendor which will include account numbers and addresses in electronic format or one bill from each account
- An executed Client Agreement and Letter of authorization form (Include example in response)

The awarded vendor shall:

- Obtain from the County account numbers from utility and communications vendors, If online information is not available, then obtain one (1) monthly copy of all invoices
- Obtain from the County all contracts executed with the utility and communications vendors
- Collect Customer Service Recorders and historical transcripts from the designated vendors
- Organize all invoice and data into firms specialized software
- Conduct a physical inventory (if necessary) of all services at the County's facilities. This visit would be coordinated with the proper County personnel
- Awarded firm shall perform a detailed audit of the County's utility and communication accounts. Awarded firms analysts shall review all monthly charges rendered by utility and telecommunication providers for potential savings or billing discrepancies. Awarded firms software shall be designed to check for billing errors in present tariff rates, discounts, contracts, or vendors. If over-billing has occurred, firm shall prepare a claim letter documenting the findings.
- Report any errors awarded firm finds to the appropriate vendors with supporting evidence and requests for reimbursement. These reports shall be given simultaneously to the appropriate customer contact for the County.
- Negotiate any refund claims (including applicable interest) directly with the utility and telecommunication vendors as provided by law and regulation and consistent with the time periods established by applicable statutes of limitation. Confirm that all erroneous charges are removed from future billings. The service providers will prepare a statement of the amounts of each credit and an estimated date of receipt of the credit or refund.
- Report any future reduction recommendations to the appropriate County contact for acceptance or rejection.
- Report to utility and communications vendors any future savings recommendations accepted and approved by the County.



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### GENERAL QUALIFICATIONS

The proposal submitted must demonstrate the auditing expertise of the Proposer, including, but not limited to the following:

- Ability to audit all utilities used;
- Knowledge of applicable New York State Public Service Commission rules and regulations and local "government" rate structures;
- Ability to provide assistance in development of programs to improve monitoring of utility and telecommunication charges;
- Ability to provide quantitative and narrative reports.
- Utilization of a project team that consists of qualified utility and telecommunication billing auditors or persons with appropriate training and proven related experience;
- It is the responsibility of the contractor to be aggressive and diligent in obtaining all refund credits due. Mere identification of incorrect rate schedules is not considered an aggressive and diligent audit program.

The Technical Section of the Proposal Response shall include but are not limited to:

#### Description of Services

A comprehensive description of the respondents approach and methodologies in providing the required services. The response shall include a proposed schedule of activities, tasks and events. The proposal must specifically address how the proposer would approach an audit of bills for utilities services for all facilities, including the smaller accounts that might be expected to yield a lower margin of refund credits.

#### Computer Database and Other Information Resources

The types of computer analysis software used in the auditing process should be discussed. A description of the size and type of tariff library owned, if any, should be provided, including update provisions.

#### Reports

Contractor should provide a description of the quantitative and narrative reports to be issued, including the frequency of reporting.

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***COST PROPOSAL***

The contractor's proposed fee is to be expressed as a percentage of refunds, plus a percentage of savings from cost reduction items recommended by the Contractor and implemented by the County.

Such fees shall be the total compensation for services.

**UTILITY AUDITS**

**FEE (ONE TIME % OF REFUNDS)** 24 %

**SAVINGS RECOMMENDATIONS – UTILITY AUDITS**

**FEE (% OF 12 MONTHS SAVINGS PER  
RECOMMENDATION)** 24 %

**TELECOMMUNICATION AUDITS**

**FEE (ONE TIME % OF REFUNDS)** 24 %

**SAVINGS RECOMMENDATIONS – TELECOMMUNICATION AUDITS**

**FEE (% OF 12 MONTHS SAVINGS PER  
RECOMMENDATION)** 24 %

The contractor will be paid the contractually agreed percentage of the total refunds as received by the County. In the event that under billings to the County are identified by the contractor, they will be reported in a confidential letter to the respective County.

The contractor may make recommendations that if implemented by the County will result in savings, but do not qualify for a refund. If the County acts on these recommendations, then the contractor shall receive the agreed upon percentage for refunds, for a twelve (12) month period. For those items implemented, the Contractor will calculate the savings each billing period and include these calculations with the contractor's invoice to the County.

The County reserves the right to add additional categories of billing for review and evaluation under the same terms and conditions as the original contract.

FIRM NAME: Troy & Banks, Inc.

NAME OF AUTHORIZED (Print): Thomas T. Ranallo, President

SIGNATORY: \_\_\_\_\_

I acknowledge the receipt of 6 (six) addendums

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## **SECTION B – INFORMATION SECTION**

### **TERMS AND CONDITIONS**

#### **INQUIRIES**

All inquiries related to this request for proposal are to be in writing to the County as noted on the Summary of Key Information. Information obtained from any other source is not official and may be inaccurate. Do not contact any other person involved. Inquiries and responses will be recorded and may be distributed to all proposers at the County's option.

#### **NOTIFICATION OF CHANGES**

All recipients of this request for proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

#### **CHANGES TO PROPOSAL WORDING**

No changes to wording of the proposal will be accepted after submission unless request by the County.

#### **FUNDING**

All County expenditures are subject to appropriation of funds. Therefore, the County reserves the right to discontinue the RFP process if funding is not available.

#### **OWNERSHIP OF PROPOSALS**

All responses to this request for proposal become the property of the County.

#### **PROPOSERS' EXPENSES**

Prospective proposers are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any.

#### **CONTRACT SOLUTION**

The County reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

#### **ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as a contract to purchase goods or services. The County is not bound to accept the lowest price or any proposal of those submitted.

#### **LIABILITY OF ERRORS**

While the county has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

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#### **ACCEPTANCE OF TERMS**

All the terms and conditions of this RFP are deemed to be accepted by the proposers and incorporated in its proposal except those conditions and provisions that are expressly excluded by the proposal.

#### **QUOTES FROM THE MARKETPLACE**

The County reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this solicitation.

#### **PAYMENT HOLDBACK**

The County shall not pay the total contract price until the requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

#### **FINANCIAL STABILITY**

The successful proposer must demonstrate financial stability and the County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

#### **NEGOTIATION DELAY**

If any contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the County may terminate negotiations with that proposer and negotiate a contract agreement with another proposer of its choice.

#### **SHORTLIST**

Unless there is a successful proposer based on the responses, the evaluation procedure will be to develop a shortlist based on the stated criteria. The shortlist of proposers may be asked to prepare a presentation and/or provide additional information prior to the final selection.

#### **DEBRIEFING**

Upon written request from an unsuccessful proposer, the Director of Purchasing will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the proposer at any time.

#### **SUBCONTRACTING**

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime proposer's product or service is acceptable. This also includes a joint submission by two proposers having no formal corporate links. However, in this case, one of these proposers must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted.

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#### **DEFINITION OF CONTRACT**

The County may at its option notify a proposer in writing that its proposal has been accepted and such acceptance shall at the County's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no proposer shall acquire any legal or equitable rights or privileges whatever relative to the services until the County has delivered either a signed notice in writing to the proposer or a fully executed written agreement to the proposer.

#### **LABOR DISRUPTIONS**

Any contract resulting from this Request For Proposal process is subject to the right of the County to postpone acceptance of delivery and payment by the County in the event of any form of labor disruption.

#### **CONTRACT ADMINISTRATOR**

A contract administrator will be assigned to oversee the contract awarded to the successful proposer. In addition, the successful proposer will be expected to name a counterpart project manager. The proposer's project manager will be responsible for providing scheduled status reports to the contract administrator or his designee.

#### **COMPLIANCE WITH LAWS**

The contractor shall give all notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work or the performance of the contract.

#### **GOVERNING LAW**

This RFP and any contract entered into between the proposer and the County shall be governed by and in accordance with the laws of the State of New York and the United States of America.

#### **AMENDMENTS TO BID**

Any verbal information obtained from or statements made by the Representative of the County of Rockland or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

#### **FAILURE TO PERFORM**

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and/or contract. In such event, the County will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

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### **COMPLIANCE WITH LAWS**

The Contractor shall comply with all the provisions of laws in the County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

### **SOCIAL SECURITY TAXES**

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

### **BUSINESS CORPORATION LAW**

At the time of the execution of this contract, the contractor shall submit a certified document from the Secretary of State of New York verifying the contractor is licensed to do business in the State of New York and is fully qualified under the Business Corporation Law, Article 13 - Section 1304.

### **CONFIDENTIALITY AND SECURITY**

This document or any portion thereof, may not be used for any purpose other than the submission of proposals.

The successful proposer must agree to maintain security standards consistent with security policy of the County. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties. The successful proposer will be required to ensure that all personnel employed on the contract, who require access to County of Rockland information or facilities, meet the criteria for personal security clearance prescribed by the County.

Suppliers should be aware that pertinent facts relating to their proposals, excluding trade secrets or proprietary information, could potentially be released as soon as sixty (60) days after the selection of the successful supplier.

The County of Rockland is subject to New York State's Freedom of Information law (FOIL). Should your submission, to this RFP, contain "**trade secrets**", or other information that the disclosure of which could **reasonably be expected to be harmful to business interests**, you must insure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as **Confidential Third Party Information**. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

Unpublished information pertaining to the County or its customers obtained by the proposer as a result of participation in this project is confidential and must not be disclosed without written authorization from the County.

|                                                                                                                                                                                                                      |  |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 22                               |
| <b>TITLE: CONSULTING, UTILITY AND<br/>TELECOMMUNICATION AUDITING SERVICES</b>                                                                                                                                        |  | <b>RFP NUMBER:<br/>RFP-RC-2012-024</b> |

## **GENERAL**

Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the proposers, but there shall be no obligation to receive further information, from any proposer.

Any or all proposals shall not necessarily be accepted. The County shall not be obligated in any manner to any proposer whatsoever until a written agreement has been duly executed relating to an approved proposal. The County reserves the right to modify the terms of the RFP at any time in its sole discretion.

Neither acceptance of a proposal nor execution of an agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal or municipal statute, regulation or by-law.

### **AWARD OF CONTRACT**

**When award Occurs:** Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by the County is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposal will be most advantageous to the County as set forth in the Evaluation Criteria.

## **PRICING**

### **FIRM PRICING**

Prices quoted in the proposals shall be firm for a period of at least 120 days after the submission deadline.

### **REQUEST FOR PROPOSAL DATES**

All dates referenced in the specifications relative to the solicitation timeline are tentative and can be changed in the best interest of the County. The County reserves the right to modify the timeline of the RFP at any time in its sole discretion.

### **CURRENCY AND TAXES**

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. The County is exempt from all sales and use taxes.

### **PAYMENT TERMS**

The County's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice after services are performed or goods delivered.

|                                                                                                                                                                                                    |  |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b><br/>         BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970<br/>         TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 23                               |
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## SUMMARY OF KEY INFORMATION

**PRE-PROPOSAL MEETING:** There is no Pre-Proposal meeting scheduled for this solicitation. There is a question and answer period. All questions shall be asked by close of business on October 1, 2012.

Closing date for the Request for Proposal is 5:00 PM, local time, on October 12, 2012.

Send a clearly **MARKED ORIGINAL AND THREE (3) COPIES** of each proposal. Response shall also include a complete electronic copy of entire proposal on CD or flash drive.

Interested proposers are advised to fax the enclosed Receipt Confirmation Form immediately to ensure that they receive further information with regard to this Request for Proposal.

All dates referenced in the specifications relative to the solicitation timeline are tentative and can be changed in the best interest of the County. The County reserves the right to modify the timeline of the RFP at any time in its sole discretion.

Please use the above RFP number on all correspondence.

Responses to this RFP, and inquires concerning the RFP process and contractual conditions should be addressed as indicated below.

For further information contact:

**Paul J. Brennan, CPPO**  
**Director of Purchasing**  
**Department of General Services – Purchasing Division**  
**50 Sanatorium Road, Building A, 2<sup>nd</sup> floor**  
**Pomona, NY 10970**  
**Telephone: 845-364-3820**  
**Telefax: 845-364-3809**

Reference RFP number indicated above.

Information offered from sources other than the above is not official and may be inaccurate. Do not contact any other Departments or Agencies involved in this RFP.



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**INSURANCE: THE RFP NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**INDEPENDENT CONTRACTOR:** The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

**ROCKLAND COUNTY'S INSURANCE REQUIREMENTS:**

**GENERAL LIABILITY:** Prior to commencing work, the CONTRACTOR or CONSULTANT shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of the contract or purchase order which shall include, but not be limited to the coverage that is selected on the attached matrix. Insurance must be obtained from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Upon failure to furnish, deliver and maintain such insurance, the agreement, contract award or purchase order may be declared suspended, discontinued or terminated or canceled. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the CONTRACTOR OR CONSULTANT shall upon notice to that effect from the County, promptly obtain a new policy and submit same with a certificate for approval by the County.

Forced Placed Insurance. If CONTRACTOR OR CONSULTANT does NOT provide the County of Rockland with evidence of the insurance coverage required by this Agreement, the County may purchase insurance (at Contractor's or Consultant's sole expense) to protect the County's interests. This insurance may, but need not, protect Contractor's or Consultant's interest. If the County purchases insurance under this Section, Contractor or Consultant will be responsible for the cost of that insurance, including interest and any other charges the County may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of insurance under this Section may be more than the cost of insurance that Contractor or Consultant may be able to obtain on its own.

In relation to purchases that are not a result of a County Bid, RFP or Contract; Vendors who cannot provide the coverage limits on the attached matrix may provide the County with an ACORD Certificate detailing the coverage limits they currently have in place and the County will review such certificates on a case-by-case basis to determine if sufficient coverage is in place in relation to the perceived risks associated with the proposed purchase.

**COVERAGES – (SEE ATTACHED MATRIX)**

An ACORD Certificate of Insurance will confirm that the required policies have been issued to the named insured; for the policy period indicated. The ACORD Certificate is to be provided to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order. Please NOTE: the Certificate of Insurance must be updated to give the County of Rockland immediate notice of the following:

1. Dilution of the limits of insurance shown on the Certificate of Insurance by more than 20% as a result of the payment of claims or expenses;
2. The downgrading of any insurer listed on the Certificate of Insurance by AM Best to less than an "A" rating;
3. The receipt, from any listed insurer, of a notice of cancellation before the expiration date thereof or non-renewal will be delivered in accordance with the policy provisions;
4. The receipt, from any listed insurer, of any failure of the named insured to comply with an insurance policy term or condition.

All Certificates of Insurance must be updated at least annually to remain valid.

The ACORD Certificate of Insurance shall contain a Description of Operations and include any exclusions or special provisions added by endorsement that in any way restrict coverage. The Contract Number and/or Purchase Order Number and the name of the department requiring the insurance should be stated under the description. The description

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shall also contain a statement to the effect that "The following are named as Additional Insured's under General Liability and (if required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order: ***The County of Rockland, its employees, elected officials and affiliated municipal entities.*** The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the County of Rockland as an additional insured.

**WORKERS COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57:** The Vendor shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the vendor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by the Vendor or by any other party directly or indirectly employed by the Vendor. Vendors shall provide copies of the required certificate to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order.

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- A. Be legally exempt from obtaining workers' compensation insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

The Contractor must prove that they are in compliance with §57 of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form C-105.2 or U-26.3** – *(All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Worker's Comp Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers Compensation Insurance).* Upon obtaining a permit, license or contract from a government agency Employers must obtain this form from their private insurance carrier. Carriers and their licensed agents may contact the Board's [Bureau of Compliance](#) to obtain this form.
- **Self-Insured Form SI-12** – Certificate of Worker's Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Worker's Compensation Group Self-Insurance). Upon obtaining a permit, license or contract from a government agency. Board-approved self-insurers must obtain this form from Board's Self-Insurance Office.
- **Exempt Form CE-200** – Certificate of Attestation of Exemption From NYS Worker's Compensation Insurance) (Effective 12/1/08) Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage. These exemption forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

**DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §220(8):**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A. Be legally exempt from obtaining disability benefits insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer.

The Vendor must prove that they are in compliance with Section 220(8) of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form DB-120.1** – Certificate of Disability Benefits Insurance (the businesses insurance carrier will send this form to the County upon request).

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- **Self-Insured Form DB-155** – Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).
- **Exempt Form CE-200** – Certificate of Attestation of Exemption from NYS Worker's Compensation and/or Disability Benefits Coverage.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

**Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage.**

NY State Department of Labor requirements for Workmen's Compensation and Disability forms. Online address: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

**EMPLOYERS LIABILITY** with minimum statutory requirements

**COMMERCIAL GENERAL LIABILITY INSURANCE** with a minimum limit of liability per occurrence of \$1,000,000/\$2,000,000 aggregate for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Rockland as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

**AUTOMOBILE LIABILITY INSURANCE** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

**PROFESSIONAL LIABILITY** The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

**All policies of the Contractor or Consultant shall be endorsed to contain the following clauses:**

- (a) Insurers shall have no right to recovery or subrogation against the County of Rockland (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- (b) The clause "other insurance provisions" in a policy in which the County of Rockland is named as an insured, shall not apply to the County of Rockland.

**All contractual insurance requirements in any contract between the Contractor or Consultant and the County shall contain the following clauses:**

- (a) The insurance companies issuing the policy or policies shall have no recourse against the County of Rockland (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (b) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor or Consultant.

SEE FOLLOWING PAGE FOR INSURANCE COVERAGE MATRIX

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|     | VENDOR CLASSIFICATION<br><br>CHECK APPROPRIATE<br>BOX<br>(cont'd on next page) | Commodities<br>Delivered by<br>Vendor<br><br><input type="checkbox"/> | Commodities<br>Delivered by<br>Common Carrier<br><br><input type="checkbox"/> | Purchase or<br>Lease of<br>Equipment<br><br><input type="checkbox"/> | Maintenance<br>and Repair of<br>Equipment<br><br><input type="checkbox"/> | Public & School<br>Transportation<br>Services<br><br><input type="checkbox"/> | Renovation,<br>Maintenance &<br>Repair of<br>Buildings &<br>Property<br><br><input type="checkbox"/> |
|-----|--------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|     | Type of Insurance                                                              |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
| A   | Commercial General Liability (CGL) Each Occurrence                             |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               | (1)                                                                                                  |
|     | General Liability                                                              | \$1,000,000                                                           | \$1,000,000                                                                   | \$1,000,000                                                          | \$1,000,000                                                               | \$1,000,000                                                                   | \$1,000,000                                                                                          |
|     | Personal & Adv Injury                                                          | \$1,000,000                                                           | \$1,000,000                                                                   | \$1,000,000                                                          | \$1,000,000                                                               | \$1,000,000                                                                   | \$1,000,000                                                                                          |
|     | Med. Expense Any One Person                                                    | \$5,000                                                               | \$5,000                                                                       | \$5,000                                                              | \$5,000                                                                   | \$5,000                                                                       | \$5,000                                                                                              |
|     | Damage to Rented Premises                                                      | \$50,000                                                              | \$50,000                                                                      | \$50,000                                                             | \$50,000                                                                  | \$50,000                                                                      | \$50,000                                                                                             |
|     | General Aggregate                                                              | \$2,000,000                                                           | \$2,000,000                                                                   | \$2,000,000                                                          | \$2,000,000                                                               | \$2,000,000                                                                   | \$2,000,000                                                                                          |
|     | Products-Comp / Op Aggregate                                                   | \$1,000,000                                                           | \$1,000,000                                                                   | \$1,000,000                                                          | \$1,000,000                                                               | \$1,000,000                                                                   | \$1,000,000                                                                                          |
| B   | Auto Liability – Incl BI and PD (AL)                                           |                                                                       | (2)                                                                           | (2)                                                                  | (2)                                                                       | (2)                                                                           | (2)                                                                                                  |
|     | Combined Single Limit per accident                                             |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     | Any Auto                                                                       | \$1,000,000                                                           |                                                                               | \$1,000,000                                                          | \$1,000,000                                                               | \$1,000,000                                                                   | \$1,000,000                                                                                          |
|     | Or                                                                             |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     | All Owned                                                                      | \$1,000,000                                                           |                                                                               | \$1,000,000                                                          | \$1,000,000                                                               | \$1,000,000                                                                   | \$1,000,000                                                                                          |
|     | All Hired                                                                      | \$1,000,000                                                           |                                                                               | \$1,000,000                                                          | \$1,000,000                                                               | \$1,000,000                                                                   | \$1,000,000                                                                                          |
|     | All Non-Owned                                                                  | \$1,000,000                                                           |                                                                               | \$1,000,000                                                          | \$1,000,000                                                               | \$1,000,000                                                                   | \$1,000,000                                                                                          |
| C   | Excess / Umbrella Liability                                                    |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     | Each Occurrence                                                                | XXXXX                                                                 | XXXXX                                                                         | \$1,000,000                                                          | \$1,000,000                                                               | \$10,000,000                                                                  | \$1,000,000                                                                                          |
|     | Aggregate                                                                      | XXXXX                                                                 | XXXXX                                                                         | \$1,000,000                                                          | \$1,000,000                                                               | \$10,000,000                                                                  | \$1,000,000                                                                                          |
| D   | Workers Compensation and Employers Liability                                   | (3)                                                                   | (3)                                                                           | (3)                                                                  | (3)                                                                       | (3)                                                                           | (3)                                                                                                  |
|     | Each Employee                                                                  | Statutory                                                             | Statutory                                                                     | Statutory                                                            | Statutory                                                                 | Statutory                                                                     | Statutory                                                                                            |
|     | Each Accident                                                                  | Statutory                                                             | Statutory                                                                     | Statutory                                                            | Statutory                                                                 | Statutory                                                                     | Statutory                                                                                            |
| E   | Disability Benefits                                                            | (3)                                                                   | (3)                                                                           | (3)                                                                  | (3)                                                                       | (3)                                                                           | (3)                                                                                                  |
|     | Each Employee                                                                  | Statutory                                                             | Statutory                                                                     | Statutory                                                            | Statutory                                                                 | Statutory                                                                     | Statutory                                                                                            |
| F   | Other-Professional Liability or errors and Omissions or Malpractice            |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     | Per Claim                                                                      |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
| Opt | Owners and Contractors Protection                                              |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     | Each Occurrence                                                                |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     | Aggregate                                                                      |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
| *   | All Other Insurance as Required by Law                                         |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     |                                                                                |                                                                       |                                                                               |                                                                      |                                                                           |                                                                               |                                                                                                      |
|     | Rockland County to be named as Additional Insured on these coverage's          | GL-AL                                                                 | GL-AL                                                                         | GL-AL                                                                | GL-AL                                                                     | GL-AL                                                                         | GL-AL                                                                                                |

**Cont'd on next page**

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|     | VENDOR CLASSIFICATION<br><br>CHECK APPROPRIATE BOX                    | Janitorial Services<br><br><input type="checkbox"/> | Lease/Use of Facilities or Ground / Prop to Others<br><br><input type="checkbox"/> | Contracted Services<br><br><input type="checkbox"/> | Consultant Services<br><br><input checked="" type="checkbox"/> | Licensed Professional Consultant Services – Legal, Accounting, A/E, Medical. Etc.<br><br><input type="checkbox"/> | Capital (New) Construction Projects –Buildings, Roads, Water Treatment<br><br><input type="checkbox"/> |
|-----|-----------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
|     | Type of Insurance                                                     |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   |                                                                                                        |
| A   | Commercial General Liability (CGL) Each Occurrence                    |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   | (1)                                                                                                    |
|     | General Liability                                                     | \$1,000,000                                         | \$1,000,000                                                                        | \$1,000,000                                         | \$1,000,000                                                    | \$1,000,000                                                                                                       | \$1,000,000                                                                                            |
|     | Personal & Adv Injury                                                 | \$1,000,000                                         | \$1,000,000                                                                        | \$1,000,000                                         | \$1,000,000                                                    | \$1,000,000                                                                                                       | \$1,000,000                                                                                            |
|     | Med. Expense Any One Person                                           | \$5,000                                             | \$5,000                                                                            | \$5,000                                             | \$5,000                                                        | \$5,000                                                                                                           | \$5,000                                                                                                |
|     | Damage to Rented Premises                                             | \$50,000                                            | \$50,000                                                                           | \$50,000                                            | \$50,000                                                       | \$50,000                                                                                                          | \$50,000                                                                                               |
|     | General Aggregate                                                     | \$2,000,000                                         | \$2,000,000                                                                        | \$2,000,000                                         | \$2,000,000                                                    | \$2,000,000                                                                                                       | \$2,000,000                                                                                            |
|     | Products-Comp / Op Aggregate                                          | \$1,000,000                                         | \$1,000,000                                                                        | \$1,000,000                                         | \$1,000,000                                                    | \$1,000,000                                                                                                       | \$1,000,000                                                                                            |
| B   | Auto Liability – Incl BI and PD (AL)                                  | (2)                                                 | (2)                                                                                | (2)                                                 | (2)                                                            | (2)                                                                                                               | (2)                                                                                                    |
|     | Combined Single Limit per accident                                    |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   |                                                                                                        |
|     | Any Auto                                                              | \$1,000,000                                         | \$1,000,000                                                                        | \$1,000,000                                         | \$1,000,000                                                    | \$1,000,000                                                                                                       | \$1,000,000                                                                                            |
|     | Or                                                                    |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   |                                                                                                        |
|     | All Owned                                                             | \$1,000,000                                         | \$1,000,000                                                                        | \$1,000,000                                         | \$1,000,000                                                    | \$1,000,000                                                                                                       | \$1,000,000                                                                                            |
|     | All Hired                                                             | \$1,000,000                                         | \$1,000,000                                                                        | \$1,000,000                                         | \$1,000,000                                                    | \$1,000,000                                                                                                       | \$1,000,000                                                                                            |
|     | All Non-Owned                                                         | \$1,000,000                                         | \$1,000,000                                                                        | \$1,000,000                                         | \$1,000,000                                                    | \$1,000,000                                                                                                       | \$1,000,000                                                                                            |
| C   | Excess / Umbrella Liability                                           |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   |                                                                                                        |
|     | Each Occurrence                                                       | \$1,000,000                                         | \$1,000,000                                                                        | XXXXX                                               | XXXXX                                                          | XXXXX                                                                                                             | \$5,000,000                                                                                            |
|     | Aggregate                                                             | \$1,000,000                                         | \$1,000,000                                                                        | XXXXX                                               | XXXXX                                                          | XXXXX                                                                                                             | \$5,000,000                                                                                            |
| D   | Workers Compensation and Employers Liability                          | (3)                                                 | (3)                                                                                | (3)                                                 | (3)                                                            | (3)                                                                                                               | (3)                                                                                                    |
|     | Each Employee                                                         | Statutory                                           | Statutory                                                                          | Statutory                                           | Statutory                                                      | Statutory                                                                                                         | Statutory                                                                                              |
|     | Each Accident                                                         | Statutory                                           | Statutory                                                                          | Statutory                                           | Statutory                                                      | Statutory                                                                                                         | Statutory                                                                                              |
| E   | Disability Benefits                                                   | (3)                                                 | (3)                                                                                | (3)                                                 | (3)                                                            | (3)                                                                                                               | (3)                                                                                                    |
|     | Each Employee                                                         | Statutory                                           | Statutory                                                                          | Statutory                                           | Statutory                                                      | Statutory                                                                                                         | Statutory                                                                                              |
| F   | Other-Professional Liability or errors and Omissions or Malpractice   |                                                     |                                                                                    |                                                     | (4)                                                            | (4)                                                                                                               |                                                                                                        |
|     | Per Claim                                                             |                                                     |                                                                                    |                                                     | \$1,000,000                                                    | \$1,000,000                                                                                                       |                                                                                                        |
| Opt | Owners and Contractors Protection                                     |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   |                                                                                                        |
|     | Each Occurrence                                                       |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   | \$1,000,000                                                                                            |
|     | Aggregate                                                             |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   | \$2,000,000                                                                                            |
| *   | All Other Insurance as Required by Law                                |                                                     |                                                                                    |                                                     |                                                                |                                                                                                                   |                                                                                                        |
|     | Rockland County to be named as Additional Insured on these coverage's | GL-AL                                               | GL-AL                                                                              | GL-AL                                               | GL-AL                                                          | GL-AL                                                                                                             | GL-AL                                                                                                  |

**Cont'd on next page**

TITLE: **CONSULTING, UTILITY AND  
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(1) The per occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.

(2) Automobile Liability Coverage is required IF an automobile is used in the execution of their contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.

(3) An ACORD form is NOT acceptable proof of NYS Workers Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120. Workers Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation, and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers Compensation Board certifying that they are not required to obtain NYS specific Workers Compensation Insurance or NYS statutory Disability Benefits.

(4) A consultant is someone who gives expert or professional advice. Consultants are ordinarily hired on an independent contractor basis. Therefore, the County is not liable to others for the acts or omissions of the consultant. A consultant is an individual who possesses special knowledge or skills and provides that expertise the County for a fee. Consultants help find and implement solutions to a wide variety of problems, including those related to business, marketing, manufacturing, strategy, organization structure, environmental compliance, health and safety, technology, and communications. Some consultants are self-employed, independent contractors who offer specialized skills in a certain field; other consultants work for large consulting firms, that offer expertise in a wide range of business areas; and still other consultants hail from academia. Specialists in various professional fields that work with the general public and have greater than average expertise in particular areas, for example lawyers, doctors, pharmacists and insurance agents, require additional coverage for someone who is injured as a result of their negligent acts or omissions. Therefore, Professional Liability Insurance is required if commercially available for your profession.

**SAMPLE ACORD CERTIFICATES:** Sample ACORD Certificates detailing the required insurance coverage are included in each Invitation to Bid or Request for Proposal. These are provided as for informational purposes only to County Vendors and their Insurance Brokers to assist you in obtaining the correct insurance required for County contracts. Please note that the attached certificates reflect the standard types and limits of insurance the County requires most often. The requirements of each proposal may differ in which case the proposal's specific requirements shall prevail. Please review the insurance requirements of your proposal carefully with your broker.

Exceptions: The limits shown in the matrix and samples will generally be required for service providers involved in low-risk activities. Higher limits may be required for service providers performing potentially high-risk activities.

|                                                                                                                                                                                                                      |  |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 30                               |
| <b>TITLE: CONSULTING, UTILITY AND<br/>TELECOMMUNICATION AUDITING SERVICES</b>                                                                                                                                        |  | <b>RFP NUMBER:<br/>RFP-RC-2012-024</b> |

## SAMPLE CONTRACT

Federal ID # 16-1464075

### CONSULTANT AGREEMENT

THIS AGREEMENT made the       day of       201 , by and between the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and       with offices located at       hereinafter referred to as "**CONSULTANT**," in the manner following:

### W I T N E S S E T H :

WHEREAS, **COUNTY** is desirous of entering into an agreement with **CONSULTANT** for       and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement, and

WHEREAS, by Resolution No.       , the Legislature of Rockland County authorized this agreement by appropriating the necessary funds for the services of **CONSULTANT** for the period hereinafter stated,

WHEREAS, **CONSULTANT** has the skills, experience, expertise and independence necessary to provide **COUNTY** with the services contracted for,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. SERVICES: **CONSULTANT**, shall render and perform       services for and to **COUNTY**. **CONSULTANT** represents and warrants to **COUNTY** that it, and its employees, agents and servants possess all the skills, experience, expertise and independence to render these services to **COUNTY**.
2. TERM: **CONSULTANT** services to be performed under this agreement shall be for the time period of
3. PAYMENT: The **COUNTY** agrees to pay **CONSULTANT** and **CONSULTANT** agrees to accept a maximum sum not to exceed (\$       ), as its entire fee as compensation for **CONSULTANT**'s services rendered under this agreement. **CONSULTANT** shall not be entitled to any payment or monies unless **CONSULTANT**'s services as set forth herein are acceptable to **COUNTY**. All out-of-pocket and other expenses incurred by **CONSULTANT** in connection with the performance of services under this agreement shall be borne solely by **CONSULTANT**. To request payment, **CONSULTANT** shall submit to **COUNTY**       , a properly completed voucher form.
4. INDEPENDENT CONTRACTOR: **CONSULTANT** is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of **COUNTY**, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of **COUNTY** including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

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5. **INSURANCE REQUIREMENTS:** **CONSULTANT** shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

- a. Commercial General Liability Insurance in a minimal amount of one million dollars, combined single limit (CSL) with two million dollars excess of one million dollars;
- b. Worker's Compensation;
- c. Disability Insurance;
- d. all other insurance required by law.

When **CONSULTANT** signs and returns this agreement, **CONSULTANT** shall provide **COUNTY Department of Law** with a policy endorsement showing the above-required insurance. **COUNTY OF ROCKLAND** shall be named as an additional insured on general liability insurance policies and policy endorsements and the policies and policy endorsements shall provide that the insurance shall not be cancelled or terminated without thirty- (30) days prior written notice to **COUNTY**. Unless and until **CONSULTANT** obtains such insurance and provides a policy endorsement to **COUNTY**, this agreement shall not be effective and no monies shall be paid or given to **CONSULTANT**.

6. **INJURY, PROPERTY DAMAGE:** **CONSULTANT** shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of **CONSULTANT**, its agents or employees in connection with its work, activities or services under this agreement. **CONSULTANT** represents and warrants that its agents and employees possess the experience, knowledge, skills and independence necessary for the work/services to be performed in connection with this agreement.

7. **INDEMNIFY AND HOLD HARMLESS:** **CONSULTANT** agrees to protect, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of **CONSULTANT**. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

8. **FINANCIAL RECORDS/AUDIT:** **CONSULTANT** shall maintain records of all its financial transactions, including all expenses and disbursements that relate to this agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Such records shall be made available to **COUNTY** for inspection or audit upon request. No compensation or fee for services will be due **CONSULTANT** unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by County Finance Department.

9. **FUNDING/RESERVATION OF RIGHTS:** **COUNTY** monies provided to **CONSULTANT** pursuant to this agreement, may be based upon and/or subject to funding statements, or actual funds provided to **COUNTY**, from New York State or the Federal Government, either directly or by reimbursement; in such case **COUNTY** retains the right and discretion to adjust payments of **COUNTY** funds to **CONSULTANT**, based on the actual amounts **COUNTY** receives or is to receive from New York State or Federal Government.

10. **LIABILITY ONLY FOR MONIES BUDGETED:** This agreement shall be deemed executory to the extent of the monies appropriated in **COUNTY**'s current budget for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** are pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget.



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11. NO ASSIGNMENT: **CONSULTANT** shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

12. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York.

13. LABOR LAW AND EXECUTIVE LAW: **CONSULTANT** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

14. LOCAL LAWS AND RESOLUTIONS: **CONSULTANT** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

15. APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY: Notwithstanding any other provisions of this agreement, **COUNTY** shall not be liable for any payment or compensation to **CONSULTANT** until the services rendered by **CONSULTANT** under this agreement meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the services to be rendered under this agreement which provides funding in whole or in part for the services provided under this agreement.

16. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: **CONSULTANT** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

17. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**.

18. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

|                                                                                                                                                                                                                      |  |                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | <p><b>PAGE: 33</b></p>                    |
| <p><b>TITLE: CONSULTING, UTILITY AND TELECOMMUNICATION AUDITING SERVICES</b></p>                                                                                                                                     |  | <p><b>RFP NUMBER: RFP-RC-2012-024</b></p> |

## SECTION C – FORMS

### Receipt Confirmation Form

**PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN 5 WORKING DAYS OF RECEIVING BID PACKAGE TO:**

PAUL J. BRENNAN, CPPO  
 Director of Purchasing, Department of General Services  
 County of Rockland  
 Sanatorium Road, Bldg. A, Pomona, NY 10970  
 Tele. (845) 364-3820   **Fax:** (845) 364-3809

**Failure to return this form may result in no further communication or addenda regarding this Bid.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **EXT:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted BID.

\_\_\_\_\_ We will be submitting a Bid

\_\_\_\_\_ We will NOT be submitting a Bid – **(please indicate reason)**

\_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend:    Yes / No

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(PLEASE USE THIS FORM AND TELEFAX TO 845-364-3809 TO THE ATTENTION OF PAUL, J. BRENNAN, DIRECTOR OF PURCHASING. WE WILL RESPOND AS SOON AS POSSIBLE.)

DATE: \_\_\_\_\_

Vendor Name: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

[illegible]

TITLE: **CONSULTING, UTILITY AND  
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**AFFIDAVIT OF DISCLOSURE OF POLITICAL CONTRIBUTIONS  
PURSUANT TO CHAPTER 323 OF THE ROCKLAND COUNTY CODE**

STATE OF NEW YORK)

: ss:

COUNTY OF ROCKLAND)

NAME OF REPORTING ENTITY: Troy & Banks, Inc.

ADDRESS: 2216 Kensington Avenue, Buffalo, NY 14226

TELEPHONE NO.: (716) 839-4402

TELEFAX NO.: (716) 839-4452

E-MAIL ADDRESS: tranallo@troybanks.com

THE REPORTING ENTITY IS (Check one of the following):

           AN INDIVIDUAL

           A PARTNERSHIP

  X  

A CORPORATION

THE REPORTING ENTITY: (Check One)

  X   Will enter into a contract with the County of Rockland which did/did not result from public bidding in excess of Ten Thousand Dollars (\$10,000.00) this calendar year.

           Is currently under a contract with the County of Rockland in excess of Ten Thousand Dollars (\$10,000.00).

THE REPORTING ENTITY, ITS MEMBERS, DIRECTORS, POLICY MAKING OFFICERS, OR MAJORITY SHAREHOLDERS, HAVE DIRECTLY OR INDIRECTLY MADE THE FOLLOWING CONTRIBUTIONS TO THE PERSONS OR ORGANIZATIONS LISTED BELOW. (PLEASE LIST ALL CONTRIBUTIONS HAVING A VALUE IN EXCESS OF TWO HUNDRED DOLLARS (\$200.00) PER YEAR MADE TO ANY POLITICAL PARTY OR ANY INDIVIDUAL OR ANY COMMITTEE FOR AN INDIVIDUAL RUNNING FOR PUBLIC OFFICE IN ROCKLAND COUNTY OR IN A DISTRICT IN WHICH ROCKLAND COUNTY IS LOCATED, FOR A PERIOD OF THREE (3) YEARS PRIOR TO THE DATE OF THIS AFFIDAVIT.):

**NOTE: PLEASE ANSWER “NONE” OR LIST EACH CONTRIBUTION SEPARATELY.**

(Use additional sheets if necessary)

| NAME OF CONTRIBUTOR | RELATIONSHIP TO REPORTING ENTITY | CONTRIBUTION MADE TO | DATE OF CONTRIBUTION OF | VALUE & NATURE OF CONTRIBUTION |
|---------------------|----------------------------------|----------------------|-------------------------|--------------------------------|
| NONE                |                                  |                      |                         |                                |
|                     |                                  |                      |                         |                                |
|                     |                                  |                      |                         |                                |

I am the President (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: Thomas T. Ranallo, President

SWORN to before me this 10th day of

October, 20 12

\_\_\_\_\_  
Notary public

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TITLE: **CONSULTING, UTILITY AND  
TELECOMMUNICATION AUDITING SERVICES**

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**CERTIFICATION REGARDING AFFIRMATIVE ACTION PLAN  
AND  
BUSINESS DEALINGS IN NORTHERN IRELAND**

State of New York)

:SS

County of Rockland

**AFFIRMATIVE ACTION PLAN**

I, Thomas T. Ranallo being duly sworn, deposes and says that he/she is the President  
of the Troy & Banks, Inc. Corporation. I and/or the corporation (DO) (DO NOT) employ fifteen (15)  
(Circle One)  
employees and I (TRANSACT) (DO NOT TRANSACT) a minimum of \$50,000 per annum business with the County of Rockland.  
(Circle One)

Based on the above information, If either the Corporation or I is transacting business greater than \$50,000 annually, a copy of the corporations Affirmative Action Plan is attached to this RFP submittal

**BUSINESS DEALINGS IN NORTHERN IRELAND – MACBRIDE PRINCIPLES**

In accordance with Article 5 of the County of Rockland Procurement Policy, the proposer, by submission of this proposal certifies that it or any individual or legal entity in which the proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the proposer, either: (answer yes or no to one or both of the following, as applicable).

(1) has business operations in Northern Ireland: Yes \_\_\_\_\_ No X if yes;

(2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to the nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their companies with such Principles.

Yes X No \_\_\_\_\_

\_\_\_\_\_  
SIGNED

SWORN to before me this

10th day of October

20 12

Notary Public: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TITLE: **CONSULTING, UTILITY AND  
TELECOMMUNICATION AUDITING SERVICES**

RFP NUMBER:  
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## PAST & PRESENT PERFORMANCE INFORMATION FORM

Provide the information requested in this form for each contract/program being described as a reference. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations, if any, set forth in specifications.

A. Offeror Name (Company/Division): Troy & Banks, Inc.

B. Contract Name/Title: Consulting, Utility and Telecommunication Auditing Services  
RFP-RC-2012-024

C. Contract Specifics:

1. Customer: Chesapeake Public Schools
2. Period of Performance: 7/15/2004, 10/2/2007, 3/15/2010 - 12/2011
3. Original Contract Value: \$1
4. Current or Final Contract Value: \$150,000 in overcharge refunds/annual savings

D. Brief Description of your Effort. Identify whether you were a Prime or Subcontractor.

Utility and telecommunications audit

Our firm was the prime vendor.

E. Completion Date:

1. Original Date: 3/15/2010
2. Current or Final Date: 12/2011
3. How Many Times Changed: 0
4. Primary Causes or Reasons of Change: n/a

|                                                                                                                                                                                                                      |  |                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | <p><b>PAGE: 38</b></p>                    |
| <p><b>TITLE: CONSULTING, UTILITY AND TELECOMMUNICATION AUDITING SERVICES</b></p>                                                                                                                                     |  | <p><b>RFP NUMBER: RFP-RC-2012-024</b></p> |

- F. Primary Customer Points of Contact: (For Government Contracts, provide current information on both individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

**(FAX NUMBERS ARE MANDATORY)**

**NOTE: CONFIRM CONTACT INFORMATION PROVIDED IS CURRENT PRIOR TO SUBMISSION.**

1. Reference Program/Project Manager:

Name: Mr. Steven M. Gilbert, Ass't. Superintendent for Operations

Address: 312 Cedar Road, Chesapeake, VA 23322

Telephone: (757) 547-0153 Fax: (757) 547-2091

E-mail: steve.gilbert@cpschools.com

2. Reference Contracting Officer

Name: same as above

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

- G. Address any technical (or other) area about this contract/program considered unique.  
Chesapeake Public Schools is the 7th largest school division in Virginia with 56 schools, centers and administrative support facilities.

- H. Specify, by name, any key individual(s) who participated in this contract and are proposed to support acquisition detailed in the RFP.

Thomas Ranallo, Keith Wiese, Justin Raybeck, Gary Sharp., Brandon Jonas,  
Bob Nusall, Courtney McCann

- I. Identify whether subcontractors were utilized on the referenced contract/program. If subcontractors were used, identify the names of the subcontractors and the percentage of the contract the subcontractor was responsible for.

No subcontractors.

RFP NUMBER:  
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Troy & Banks, Inc.  
Company Name



TITLE: **CONSULTING, UTILITY AND  
TELECOMMUNICATION AUDITING SERVICES**

RFP NUMBER:  
RFP-RC-2012-024

**DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

None

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

None

3. List any convictions or civil judgments under state or federal antitrust statutes.

None

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

None

5. List any prior suspensions or debarments by any government agency.

None

6. List any contracts not completed on time.

None

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

None

I, Thomas T. Ranallo, as President  
Name of Individual Title & Authority

Of Troy & Banks, Inc., declare under oath that the above  
Company Name

Statements, including any supplemental responses attached hereto, are true.

FID No.: 16-1464075

Signature

State of New York County of Erie

Subscribed and sworn to before me on this 10th day of October 20 12 by Thomas T. Ranallo

Representing him/herself to be President of the Company

|                                                                                                                                                                                                                      |  |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 41                               |
| <b>TITLE: CONSULTING, UTILITY AND<br/>TELECOMMUNICATION AUDITING SERVICES</b>                                                                                                                                        |  | <b>RFP NUMBER:<br/>RFP-RC-2012-024</b> |

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Thomas T. Ranallo, being duly sworn, deposes and says that he/she is the President of the Troy & Banks, Inc. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this

10th day of October

2012

Notary Public: \_\_\_\_\_

TITLE: **CONSULTING, UTILITY AND  
TELECOMMUNICATION AUDITING SERVICES**

RFP NUMBER:  
RFP-RC-2012-024

## SUPPLIER INFORMATION PAGE

### INCLUDE THE FOLLOWING:

Brief (one or two Paragraphs) description of the supplier's business, its history and future plans.

CONTRACTOR NAME: Troy & Banks, Inc.

ADDRESS: 2216 Kensington Avenue  
Buffalo, NY 14226

TELEPHONE: (716) 839-4402 TELEFAX: (716) 839-4452

FEDERAL IDENTIFICATION NUMBER: 16-1464075

VENDOR SIZE: Troy & Banks has 15 employees and 8 independent contractors

VENDOR STABILITY: Since 1991, our 10,000+ clients have taken Troy & Banks into all 50 states. We are a privately held corporation, incorporated in the State of New York.

NUMBER OF YEARS IN BUSINESS: Troy & Banks started in 1991 and was incorporated on 6/23/94

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

DATE: October 10, 2012

|                                                                                                                                                                                                    |  |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|
| <p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b><br/>         BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970<br/>         TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p> |  | PAGE: 43                               |
| <b>TITLE: CONSULTING, UTILITY AND<br/>TELECOMMUNICATION AUDITING SERVICES</b>                                                                                                                      |  | <b>RFP NUMBER:<br/>RFP-RC-2012-024</b> |

## PURCHASES BY OTHER

### LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non profit agencies through our website: [www.rcpurchasing.com](http://www.rcpurchasing.com)
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Respondents shall be on notice that as a condition of the award of a County contract, the successful contractor(s) shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division's website at [www.rcpurchasing.com](http://www.rcpurchasing.com). The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful contractor(s) and the other political subdivisions and Rockland County non profit agencies.
7. The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term there under by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by the County of Rockland or the County of Orange. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, County of Rockland and County of Orange, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this centralized contract.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID TD

DATE (MM/DD/YYYY)

06/09/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                   |                                        |                               |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------|
| PRODUCER<br><br>The Ducey Agency, Inc.<br>43 South Liberty Drive<br>Stony Point NY 10980<br>Phone: 845-429-5000 Fax: 845-942-1004 | CONTACT NAME: Thomas Torpey            | FAX (A/C, No):                |
|                                                                                                                                   | PHONE (A/C, No, Ext):                  | E-MAIL ADDRESS:               |
| INSURED<br><br>Consultant Services<br>123 Main Street<br>New City NY 10956                                                        | PRODUCER CUSTOMER ID #: COUNT-1        | INSURER(S) AFFORDING COVERAGE |
|                                                                                                                                   | INSURER A: "A" Rated General Liability | NAIC #                        |
|                                                                                                                                   | INSURER B: "A" Rated Auto              |                               |
|                                                                                                                                   | INSURER C: "A" Rated Professional      |                               |
|                                                                                                                                   | INSURER D: Workers Compensation        |                               |
|                                                                                                                                   | INSURER E:                             |                               |
|                                                                                                                                   | INSURER F:                             |                               |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CERTIFICATE NUMBER: | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                     |                  |

| INSR LTR | TYPE OF INSURANCE                                                                                                                              | ADDITIONAL INSURER | POLICY NUMBER                    | POLICY EFF (MM/DD/YYYY) | POLICY EXPI (MM/DD/YYYY) | LIMITS                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------|-------------------------|--------------------------|-------------------------------------------------------------|
| A        | GENERAL LIABILITY                                                                                                                              | X                  | 123XYZ                           | 01/01/10                | 01/01/11                 | EACH OCCURRENCE \$ 1,000,000                                |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                               |                    |                                  |                         |                          | PERSONAL & ADV INJURY \$ 1,000,000                          |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                 |                    |                                  |                         |                          | GENERAL AGGREGATE \$ 2,000,000                              |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    |                                  |                         |                          | PRODUCTS - COM/PROP AGG \$ 1,000,000                        |
| B        | AUTOMOBILE LIABILITY                                                                                                                           |                    | 123XYZ                           | 01/01/10                | 01/01/11                 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000            |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                                                                   |                    |                                  |                         |                          | BODILY INJURY (Per person) \$                               |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                                                       |                    |                                  |                         |                          | BODILY INJURY (Per accident) \$                             |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                                                       |                    |                                  |                         |                          | PROPERTY DAMAGE (Per accident) \$                           |
|          | UMBRELLA LIAB                                                                                                                                  |                    |                                  |                         |                          | EACH OCCURRENCE \$                                          |
|          | EXCESS LIAB                                                                                                                                    |                    |                                  |                         |                          | AGGREGATE \$                                                |
|          | DEDUCTIBLE                                                                                                                                     |                    |                                  |                         |                          | \$                                                          |
|          | RETENTION \$                                                                                                                                   |                    |                                  |                         |                          | \$                                                          |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                  | N/A                | FORM U-105.2 OR U-26.3 OR CE-200 | 01/01/10                | 01/01/11                 | <input checked="" type="checkbox"/> WC STAT. TORY LIMITS \$ |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                    |                    |                                  |                         |                          | E.L. EACH ACCIDENT \$                                       |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                         |                    |                                  |                         |                          | E.L. DISEASE - EA EMPLOYEE \$                               |
|          |                                                                                                                                                |                    |                                  |                         |                          | E.L. DISEASE - POLICY LIMIT \$                              |
| C        | Professional                                                                                                                                   |                    | 123XYZ                           | 01/01/10                | 01/01/11                 | 1,000,000                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The County of Rockland, its employees, elected officials, and affiliated municipal entities are included as additional insureds. The signing authorized representative warrants that the insurance carrier(s) have been informed of, and accepted The County of Rockland as an additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                     |                                                                                                                                                                |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNT-1<br><br>The County of Rockland<br>18 New Hempstead Road<br>New City NY 10956 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                     | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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RESOLUTION NO.: 329 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT WITH GENERAL CODE LLC FOR THE INSTALLATION AND USE  
OF A MUNICITY SOFTWARE SYSTEM AT A COST OF \$124,033.00**

WHEREAS, the City of Newburgh issued a Request for Proposals for Municipal Software and received 5 responses including a proposal from General Code LLC, a copy of which is attached hereto, to provide a web-based framework for managing all critical aspects of permitting, code enforcement, planning, zoning and reporting functions through a Municipality Building, Planning and Zoning Software System; and

WHEREAS, such database will contain all municipal data, such as parcels, owners, building permits, violations, variances, fees and the like, and provide data in real-time so there is no synchronizing required or lag time between activities; and

WHEREAS, the funding for the installation, training, support and maintenance for the Municipality Software System in the amount of One Hundred Twenty Four Thousand Thirty Three (\$124,033.00) Dollars, including maintenance costs in the amount of Eighteen Thousand Three Hundred Sixty Six (\$18,366.00), shall be derived from various sources including the 2013 BAN, the Water, Sewer and Sanitation Funds and CDBG; and

WHEREAS, this Council has determined that awarding the bid and entering into a contract with General Code LLC 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 hereby is authorized to sign an agreement with General Code LLC for the installation and use of a Municipality Software System to provide a municipal data base at a cost of One Hundred Twenty Four Thousand Thirty Three (\$124,033.00) Dollars, which includes a maintenance cost of Eighteen Thousand Three Hundred Sixty Six (\$18,366.00) Dollars, installation, training and support as outlined in said proposal with such other provisions as Corporation Counsel may require.



June 28, 2016

Ms. Kathryn Mack  
Acting City Comptroller  
City of Newburgh  
City Hall  
Office of the Comptroller  
83 Broadway Street  
Newburgh, NY 12550

Dear Ms. Mack:

General Code is pleased to submit this proposal as our official response to the City's RFP. Based on our understanding of the questions and requirements discussed in the RFP all information contained in this proposal is factually true and accurately meets the response criteria of all RFP sections. We have provided the City with a Municipity 5 Building Solution that meets the RFP requirements.

General Code has been a vendor to the City of Newburgh for over 20 years. Our Codifications Services have been in place and used by the City continuously through that time and General Code supports the Laserfiche installation which is in use across many departments in the City.

General Code has over 10 years' experience providing Electronic Code Enforcement Solutions and consulting services to local governments. We pride ourselves in our expertise implementing solutions comparable to what the City has outlined in its RFP and presently work with nearly 100 customers throughout the Northeast implementing and supporting Code Enforcement solutions integrated directly with our Codification Products as well as Laserfiche. In addition, our superior customer service and support after implementation is second to none, as evidenced in our customer satisfaction surveys.

Thank you for this opportunity to provide the Municipity solution to the City. We look forward to meeting with the committee to review our response and to discuss how Municipity and General Code can meet the City's current and future Code Enforcement needs.

Sincerely,

A handwritten signature in blue ink that reads "Gary M. Domenico".

Gary M. Domenico  
President & CEO  
General Code, LLC  
[GDomenico@generalcode.com](mailto:GDomenico@generalcode.com)



## **b) BUSINESS INFORMATION AND ATTACHMENTS**

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The mission of the General Code Content Management Division is to work closely with our government customers to improve constituent services that address mission critical objectives. General Code was founded in 1962 and has provided codification and information management services as well as access to key public information for over 50 years. We currently manage nearly 2,000 municipal government code of ordinances both in paper and in electronic form on the Web. All of the electronic codes are maintained and supported in an Amazon Cloud environment. In 1999, General Code launched its Content Management Division to help our Municipal Government customers manage its non-code related data and information. The result has grown into nearly 400 customers who are using our software solutions and services to manage millions of government records and provide access for knowledge workers as well as residents.

General Code offers integrated solutions to manage key processes focused around the local Government's efforts to manage physical properties within a municipality as well as all of the related parcel information including electronic data and all records related to the property. Muncity® Building/Planning/Zoning software provides the web-based framework for managing all critical aspects of the permitting, code enforcement, planning, zoning and reporting functions required by nearly 200 local governments in the United States.

General Code has partnered with Software Consulting Associates, Inc. ("SCA"), creators of the Muncity suite of products. SCA currently serves over 250 municipal government clients in six states. SCA's intuitive software solutions help municipalities across the country run more efficiently.

Since 1983, SCA has been serving municipal clients with high quality software and the industry's leading service. SCA utilizes the latest programming techniques and tools to create software that is intuitive and easy to use while allowing for integration with a variety of third party products such as Microsoft Office, Apex, Laserfiche, and ESRI.

With combined experience assisting and listening to municipal clients, General Code and SCA have gained a deep functional understanding of the inner workings of local governments. Combining our expertise in the public sector with cutting edge technology, we provide our clients with innovative and intuitive solutions to everyday problems at a cost they can afford. General Code's Content Management Division currently employs 18 staff including technical solution engineers, project managers, and helpdesk support technicians who support our broad customer base.

The Muncity software suite is a set of software products that work together to provide your municipality with the best functionality that serves the needs of each user and usage environment. At the core of the system is a Muncity SQL (Microsoft SQL 2008 or above) database that contains all your municipal data, such as parcels, owners, building permits, violations, variances, fees, etc. All of the modules of Muncity access and update this database in real-time so there is no synchronizing required or lag time between activities. Muncity Enterprise provides the most comprehensive set of features for an office environment including processing of most building department activities, data and document retrieval, and Microsoft Office integration. Muncity 5 is the web-based interface for Muncity which provides users access to all Muncity data anywhere with an Internet connection, as well as some enhanced functionality like advanced analytics and reporting. Muncity 5 also includes advanced GIS capabilities that enable you to visualize all your parcel data, permits, complaints, inspections, etc. via a



## c) EXPERIENCE AND REFERENCES

---

General Code and SCA have nearly 200 installations of Muncity. Following is a summary of the breakdown of installations along with a listing of current users who are of similar size or larger than the City of Newburgh:

- Total number of clients currently utilizing system similar to the proposed solution.
  - 26 Municipalities are currently utilizing Muncity 5, the cloud/web based version of Muncity.
  - 126 Municipalities are currently utilizing our old Muncity Enterprise – client server version of Muncity.
  - 60 Municipalities are currently using Muncity Mobile.
- Clients that are currently undergoing implementation.
  - There are a 5 Municipalities currently undergoing implementation.
- Clients that have been fully implemented and active for a minimum of 1 year.
  - 140 Clients have been fully implemented with one version or another of Muncity for over 1 year.
- Any clients that have switched to other vendors/solutions.
  - 0 clients have switched to other vendors.

| CUSTOMER REFERENCE INFORMATION                                                |                                                                                                                           |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Customer Information                                                          |                                                                                                                           |
| • Company/Organization Name                                                   | Town of Falmouth MA                                                                                                       |
| • Contact Name and Position                                                   | Tom Pucci                                                                                                                 |
| • Company Address                                                             | 59 Town Hall Square, Falmouth, MA                                                                                         |
| • Phone Number                                                                | (508) 548-7611                                                                                                            |
| • Email Address                                                               | itdept@falmouthmass.us                                                                                                    |
| • Website Address (if available)                                              | http://www.falmouthmass.us/                                                                                               |
| Demographic Information                                                       |                                                                                                                           |
| • Company/Organization Size                                                   | 59 Users                                                                                                                  |
| • Solutions/Systems Installed, Installation Timeframe and Sequence            | Municipity Enterprise 2007, Laserfiche/Municipity Integration – 2008, Municipity Connect – 2014, Municipity Mobile – 2015 |
| • Dates(s) Solution/System Installed                                          | 2007                                                                                                                      |
| • Number of People Required on Implementation (include internal and external) | 3                                                                                                                         |
| • Version of Solution/System Currently In Use                                 | 3.10.0.48                                                                                                                 |

| CUSTOMER REFERENCE INFORMATION                                                |                                               |
|-------------------------------------------------------------------------------|-----------------------------------------------|
| Customer Information                                                          |                                               |
| • Company/Organization Name                                                   | City of Oswego, NY                            |
| • Contact Name and Position                                                   | Susan Deary                                   |
| • Company Address                                                             | 13 West Oneida Street, Oswego, NY             |
| • Phone Number                                                                | (315) 591-2976                                |
| • Email Address                                                               | sdeary@oswegony.org                           |
| • Website Address (if available)                                              | http://www.oswegony.org/                      |
| Demographic Information                                                       |                                               |
| • Company/Organization Size                                                   | 54 Users                                      |
| • Solutions/Systems Installed, Installation Timeframe and Sequence            | Municipity 5 - 2014, Municipity Mobile - 2014 |
| • Dates(s) Solution/System Installed                                          | 2014                                          |
| • Number of People Required on Implementation (include internal and external) | 2                                             |
| • Version of Solution/System Currently In Use                                 | Municipity 5 v3.04                            |

**e) CONFLICT OF INTEREST STATEMENT**

---

General Code has no conflicts of interest with the City of Newburgh.

## g) NON-COLLUSIVE AFFIDAVIT

## g) NON-COLLUSIVE AFFIDAVIT

|                                                                                                            |          |
|------------------------------------------------------------------------------------------------------------|----------|
| Request for Proposals<br>Municipal Maintenance and Water Management Software<br>City of Newburgh, New York | RF# 5.16 |
|------------------------------------------------------------------------------------------------------------|----------|

## NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of New York )  
 ) SS:  
County of Monroe )

I, Lynn M. Martin in the (Town, Village, City) of  
Rochester in the County of Monroe and the State of  
New York of full age, being duly sworn according to law on my oath depose  
and say that:

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

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

General Code, LLC  
(Name of Contractor)

Subscribed and sworn to: Lynn M. Martin  
(Signature of Affiant above in BLUE Ink; type or print name/title below)

Name: Lynn M. Martin Title: Vice President/Finance

before me this 28th day  
of June, 2016

Kimberlie R. Panella  
Notary Public of

My commission expires: 9/24/17

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

KIMBERLIE R. PANELLA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PA5037555  
Qualified in Monroe County  
My Commission Expires September 24, 2017

THIS AFFIDAVIT MUST BE COMPLETED BY ALL PROPOSERS

GENERAL  
CODE

11 | Page

11. Ability to print from wireless, mobile devices while in the field (i.e., violations, permits, condemnations)  
**Yes**
12. Ability for the general public to submit complaints online  
**Yes – Municipality Connect**
13. Ability for contractors to submit applications for permits online  
**Yes – Municipality Connect**
14. Ability for citizens to monitor violations and complaints online  
**Yes – Municipality Connect**
15. Ability for general public to submit payment online for municipal fees and fines  
**Yes – Municipality Connect**
16. Ability for contractors to view and maintain online their licensing and insurance requirements  
**Yes – Municipality Connect**
17. Ability for businesses to apply and submit permit applications online  
**Yes – Municipality Connect**
18. Ability to notify the appropriate Inspector of overdue inspections  
**Yes**
19. Ability to track construction projects with multiple permits and inspections  
**Yes**
20. Ability to rate and prioritize assets such as City Infrastructure (i.e. sewer lines, catch basins, fire hydrants water mains, buildings equipment etc.)  
**Yes**
21. Ability to add multiple sub-parcels to the main parcel while keeping all records separate by unit  
**Yes**
22. Ability to run bulk letter printing  
**In Development**
23. Ability to produce multiple checklists for inspections  
**Yes**
24. Ability to track various insurance certificates (liability/workers' compensation) for electrical contractors and notify of cancellation and expiration  
**Yes**



**B. Software Vendor Requirements:**

**1. Software vendor shall train City employees for use of the new software system**

**Municipality Training**

General Code believes training is an integral part of any installation. Once the installation is complete, our staff works closely with end-users and administrative staff to provide them access to all of the tools they will need to utilize the Municipality system to its fullest extent.

**Building Department**

- ❖ Introduction to Municipality
  - Parcel search
  - Parcel data review
  - Occupants
- ❖ Application to Certificate process
  - Creating an application
  - Assigning tasks
  - Converting an application to a permit
  - Managing contacts
  - Assigning tasks
  - Overview of inspections
  - Collecting fees
  - Print permit
  - Converting a Permit to a Certificate
  - Print certificate
  - Reports
- ❖ Inspection process
  - Introduction to Municipality
  - Search for a parcel
  - Parcel information review
  - Schedule an inspection
  - Review of Inspection Calendar
  - Recording inspection results
  - Inspection checklists
  - Attaching documents and pictures
  - Print schedule and any associated inspection letters
- ❖ Complaint Process
  - Search for a parcel
  - Parcel information review
  - Creating a new complaint

## **Zoning Department**

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

## **Financial Exporter**

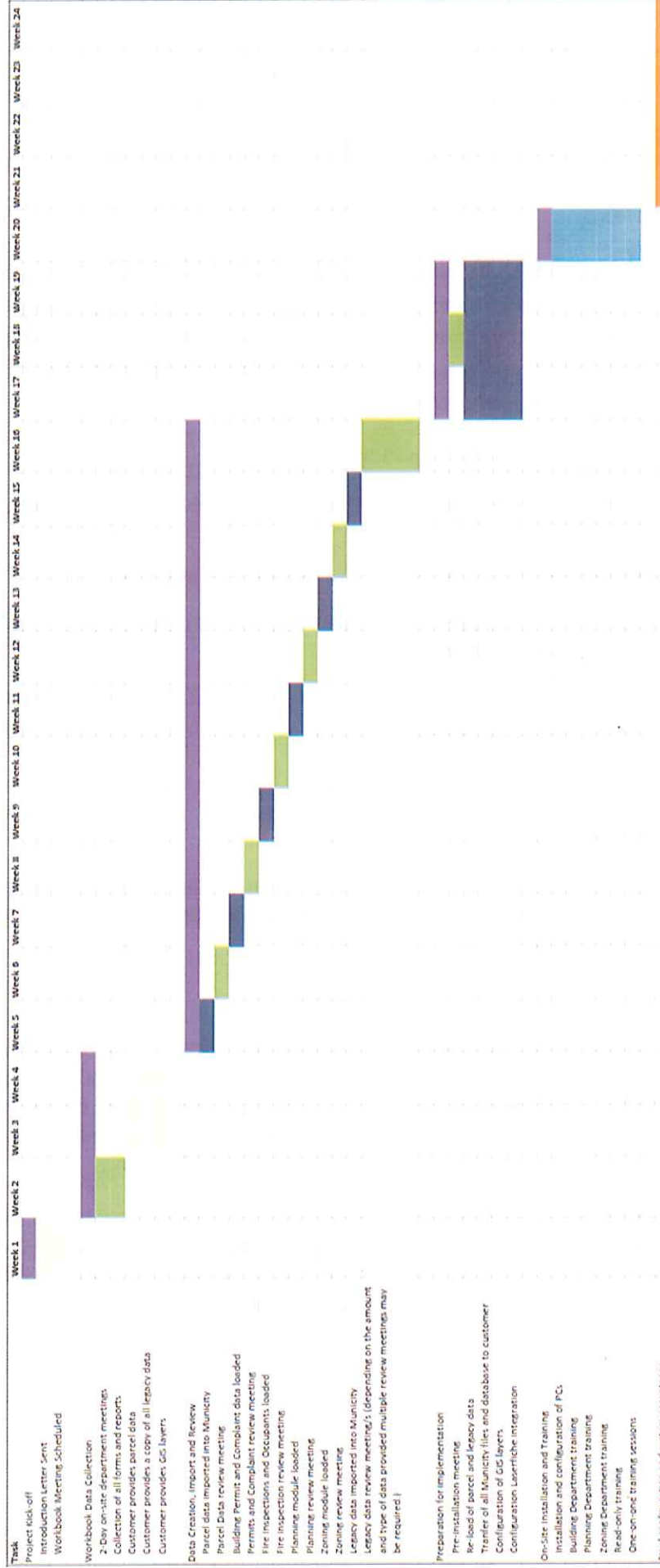
- ❖ Export Data
  - Fees set-up and collection in Municipality
  - Exporting the fee data from Municipality
  - Reports

## **Municipality Mobile**

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

Sample Municipality Time Line

Note this is a sample representation of a typical Municipality project - actual timelines will vary based on customer response and availability of General Code staff.





## TEAM STRUCTURE

Our team includes:



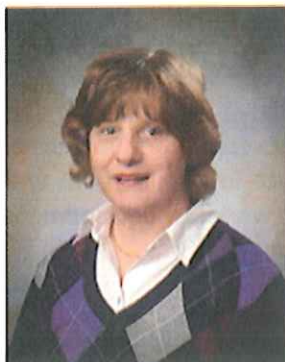
**Dan Foster**  
*General Manager*

Dan has been with General Code for nearly 14 years. During this time, he has been responsible for expanding the Company's relationships with current and new customers in the Enterprise Content Management market – in the past two and a half years, Dan has taken direct responsibility for all of General Code's account relationships in Michigan (his home state). Dan has many years of experience in business management and operations as well as managing client relationships. He has provided leadership in developing ECM and software strategies for General Code's customers. Dan's extensive business and strategic planning experience, as well as experience working with our government customers, provides our team's insight in understanding and mapping business process and document workflows.



**Bruce Cadman**  
*Director of Sales*

Bruce Cadman has been with General Code for 31 years, working closely with municipal clients to assist them with strategizing, planning, and implementing Content Management solutions that improve their business processes and their ability to efficiently provide information to their clients. His understanding of local government, his awareness of the issues local entities are dealing with, and his ability to communicate with the stakeholders has made him a trusted partner to many. Bruce has been lauded for his work by receiving the Distinguished Service Award from the New York State Association of City and Village Clerks and by being named an Honorary Member of the New York State Town Clerks Association—awards historically not given to municipal vendors. Bruce is a graduate of Syracuse University and has a dual degree in Speech Communication and Education.



**Sandy Brennan**  
*Municipality Project Manager and Installation Engineer*

Sandy Brennan joined General Code in 1996. Sandy has been integral in General Code's Laserfiche operations since our first association with Laserfiche. Sandy has served as product line manager for Laserfiche operations and has worked with hundreds of Laserfiche clients in developing and implementing their ECM solutions. She has been the Project Manager for 50 major Enterprise Content Management solutions. Her prior experience includes network administrator for Xerox, CAD operator for The Switzer Group, and design associate for MIA Inc. She has held a number of certifications in network administration. Sandy has worked with Courts in Pennsylvania and New York to organize folder structures and templates for storing and retrieving court documents easily and quickly.



**Mareshea Foster**  
*Help Desk Technician*

Mareshea Foster provides Help Desk user support to General Code's Municipality clients. She has been with General Code since 2013. Prior to working for General Code, Mareshea had 4 years of experience providing desktop and network user support for all levels of users. Mareshea has a degree in Management Information Systems from the Rochester Institute of Technology.

## **B. TESTING**

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

General Code's Municipality Project Management and Implementation process provides for the following steps to assure system compliance and readiness for go live.

1. Workbook assessment – General Code will provide a “workbook” for all involved in the implementation of Municipality at the City's offices. This workbook process involves extensive information gathering including but not limited to data assessment for conversion, review of all forms, reports, certificate types and other process documentation to be incorporated as well as all of the permit, inspection, complaint-types for incorporation into the system prior to implementation and training. This process calls for a considerable commitment of time from the City's personnel to help ensure we have all of the right information for setting up the system that makes sense to the City.
2. Data Conversion and Software Configuration – General Code prepares the software for implementation by converting existing data and configuring all of the dropdowns for data input, printouts and reports that are required at the time of training and implementation.
3. Training of end-users as outlined in the training section of this RFP response and in the General Code contract provided as part of this RFP.
4. After training support – The installation is transferred at this time to our Helpdesk for support and maintenance as issues are raised.
5. Follow-up refresher training – General Code provides as part of our recommendations additional days for onsite refresher training so that users can be updated. This typically happens within 6 months of the initial implementation and go-live.

## APPENDIX A - GENERAL CODE PROPOSAL

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*See following pages for General Code's Proposal.*

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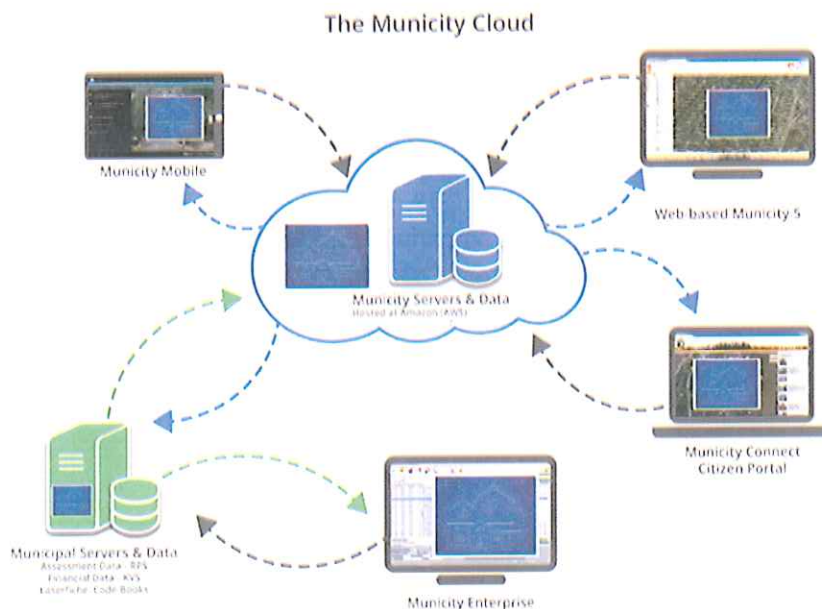
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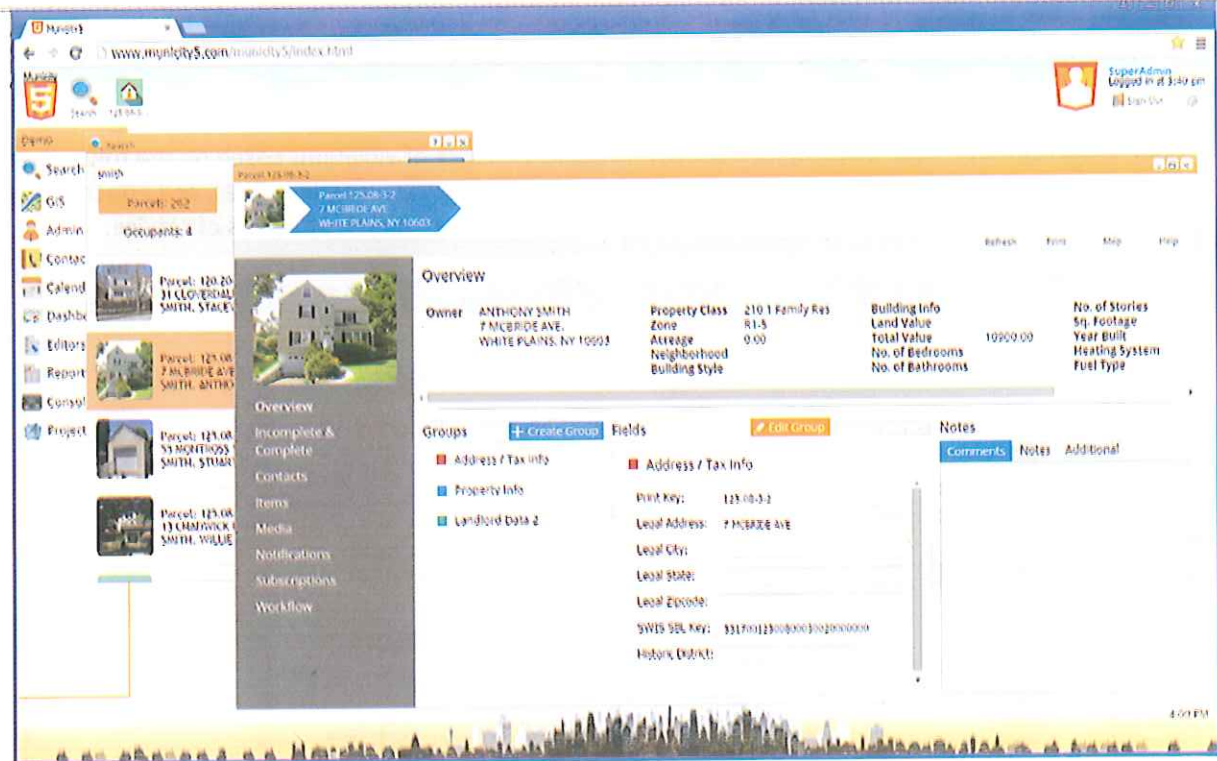
## RECOMMENDATION

### THE MUNICITY SUITE

The Muncity software suite is a set of software products that work together to provide your municipality with the best functionality that serves the needs of each user and usage environment. At the core of the system is a Muncity SQL (Microsoft SQL 2008 or above) database that contains all your municipal data, such as parcels, owners, building permits, violations, variances, fees, etc. All of the modules of Muncity access and update this database in real-time so there is no synchronizing required or lag time between activities. **Muncity Enterprise** provides the most comprehensive set of features for an office environment including processing of most building department activities, data and document retrieval. **Muncity 5** is the web-based interface for Muncity which provides users access to all Muncity data anywhere with an Internet connection, as well as some enhanced functionality like advanced analytics and reporting. Muncity 5 also includes advanced GIS capabilities that enable you to visualize all your parcel data, permits, complaints, inspections, etc. via a geographical (map) interface. **Muncity Mobile** combines the ease of use of a tablet or smart phone with the power and functionality of Muncity. Users can complete inspections, issues stop work order or violations, take photos, or just access any Muncity data necessary to be as productive as possible in the field. Finally, the Muncity Citizen module allows the municipality to extend the information from the Muncity database to a public web-site, reducing calls and foot traffic into the office. Optionally the **Muncity Connect** module can be utilized to accept on-line permit application and allow users, via a log-in, to track the status of their applications and permits.



General Code staff will spend the pre-installation time necessary to preload the data information provided by the City into the Muncity software. This includes: parcel data, fee schedules, mapping integration, zones, and historical data conversion (permits, complaints, etc.). The included standard forms and reports will be updated to include your municipality's logos and standard text. Customized forms and reports can be created at an additional cost.



Muncity 5 – Parcel Editor

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

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

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

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

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

**Appointment Calendar** - Fully integrated appointment calendar with Microsoft Office 365 for scheduling of inspections. With appropriate user rights you can view multiple inspectors from one calendar and re-assign or re-schedule inspections. Completing inspections from the calendar automatically completes the inspections on the associated permit.

**Reports** – Municipality 5 comes standard with the following reports:

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

Any additional custom reports can be configured at an additional cost.

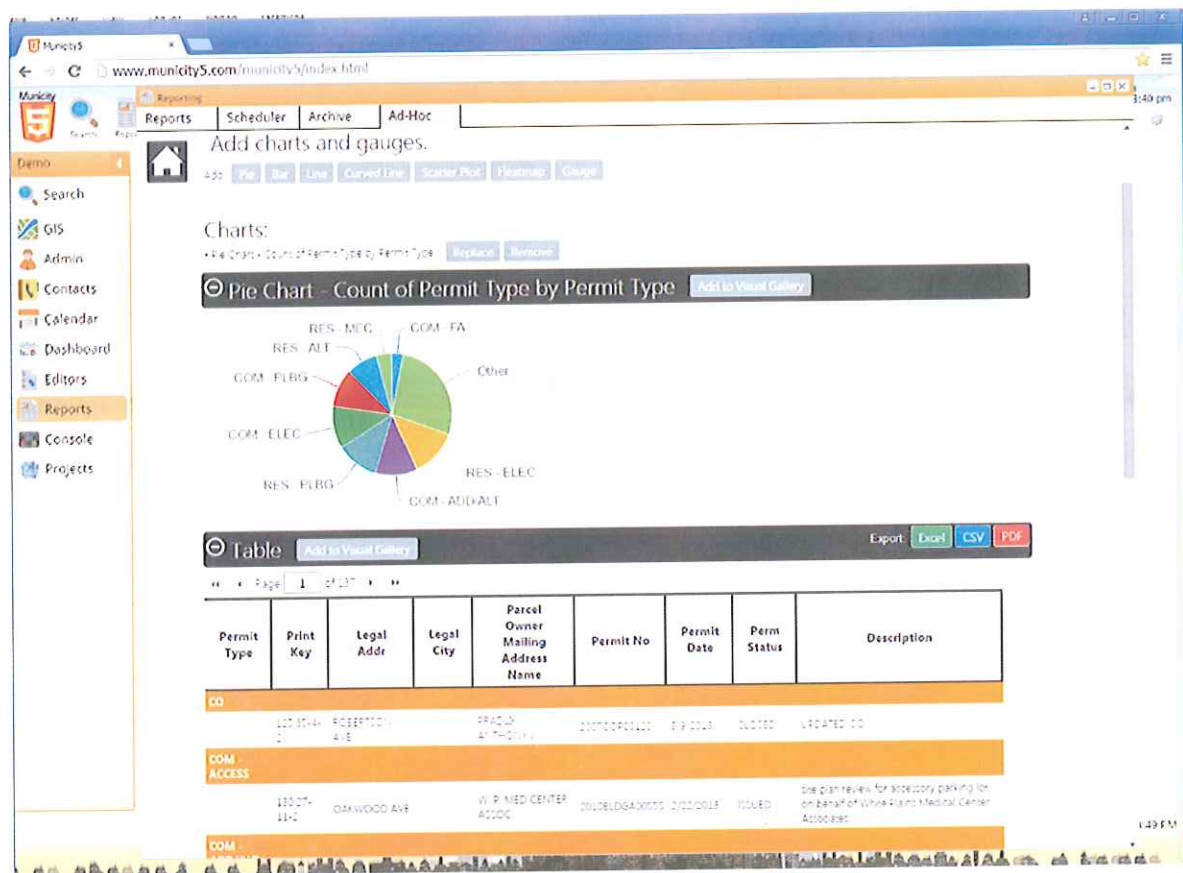
**Contact Management** – Fully integrated contact manager allows you to track all your contact information, including contractor insurance, worker's comp. and basic licensing.

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



Provides scheduled e-mail delivery of reports, so users don't have to access the application to get the information they need.

Fully web-based intuitive designer allows users with limited technical ability to create sophisticated reports.

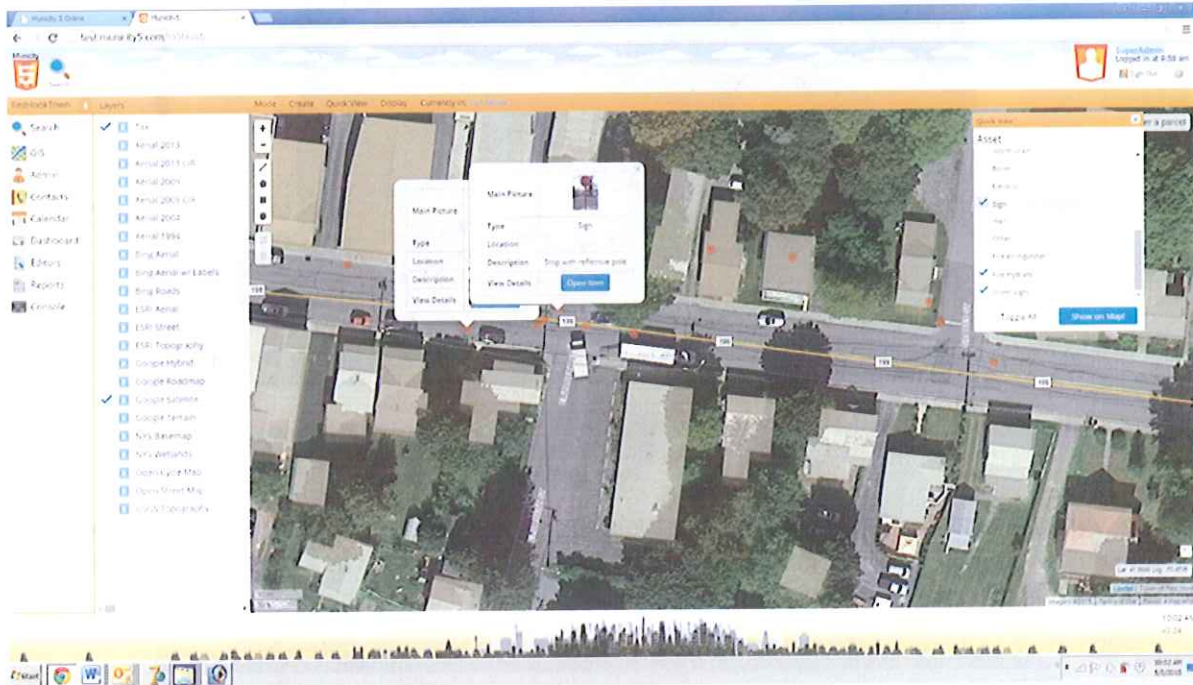


Municipity Advanced Reporting – Ad Hoc Report Generator



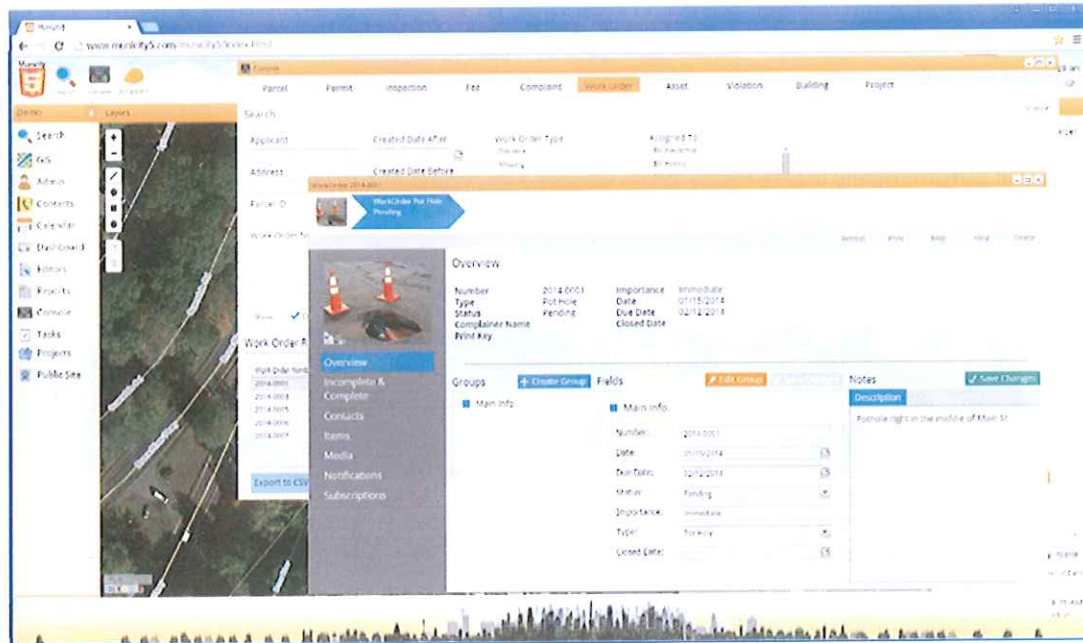
## MUNICIPALITY DPW/HIGHWAY MODULE:

The Municipality 5 – Highway / DPW Module is an Asset Management, Work Order, and Maintenance tracking system that allows users to create, print, edit, and report on assets, generate work orders, and track maintenance activities. This can be accomplished through either a standard web-browser or via a mobile device such as a smart phone or tablet. The system is GIS centric, so users can see where assets are located, create view and manage these work orders and maintenance right from the GIS interface.



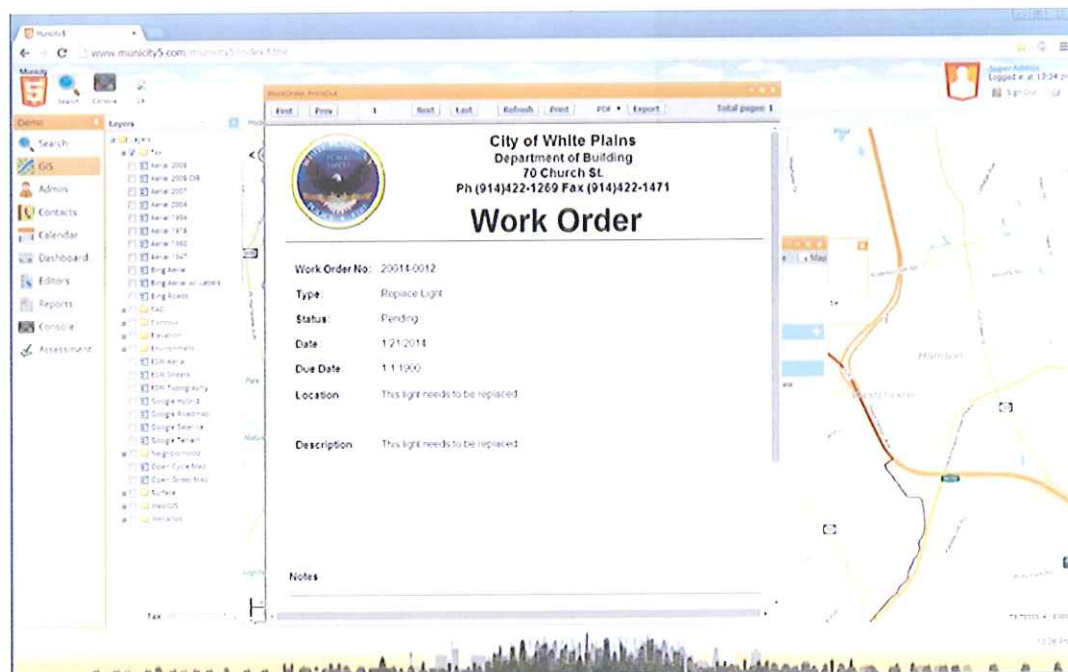
*Asset Creation*

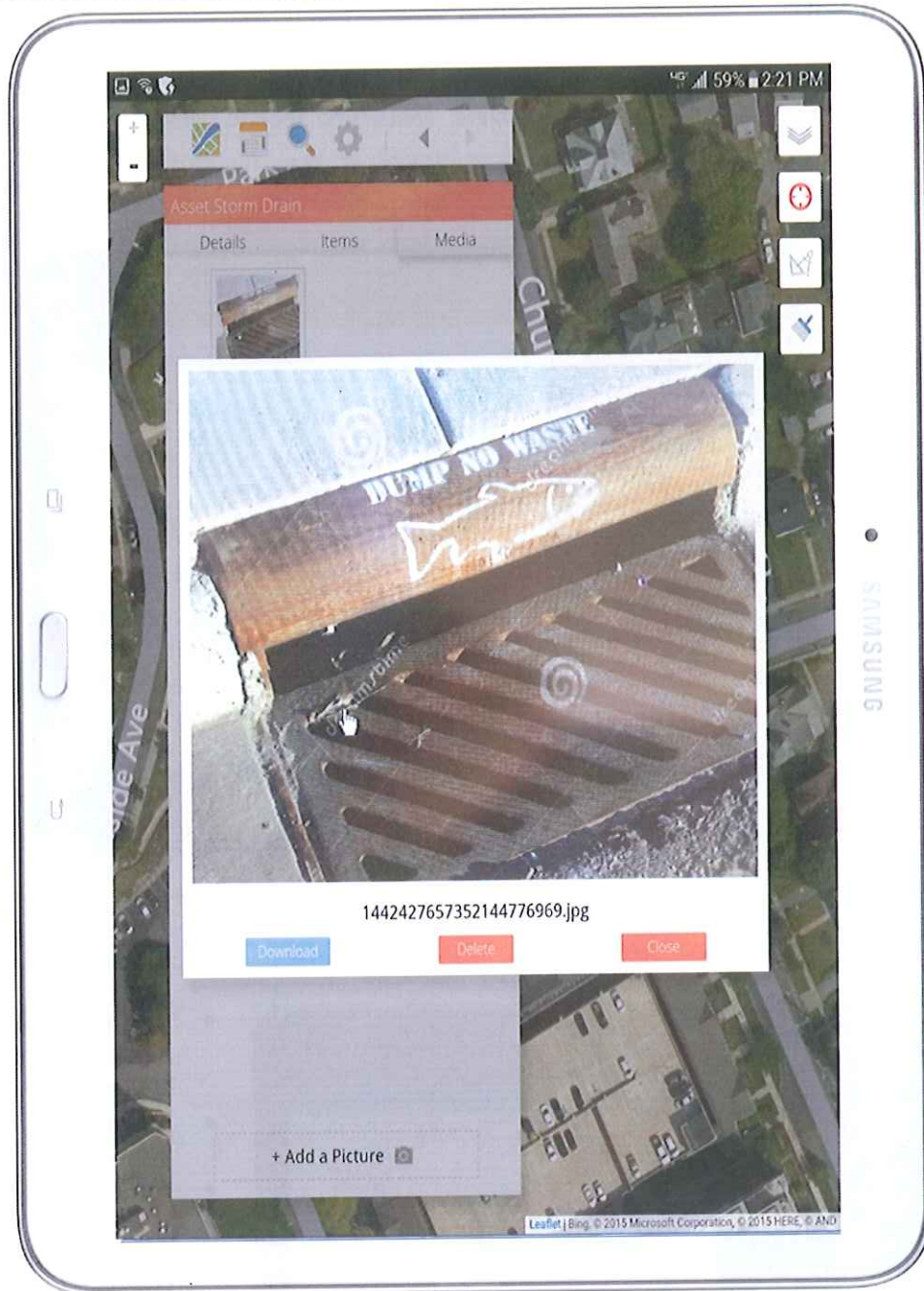
Work Orders can be created, viewed and edited through a tabular console interface that allows for organizing the Work Orders based on type, status, date range or who they are assigned to. Work Orders can be assigned to a parcel or just placed geographically.



*Work Order Creation*

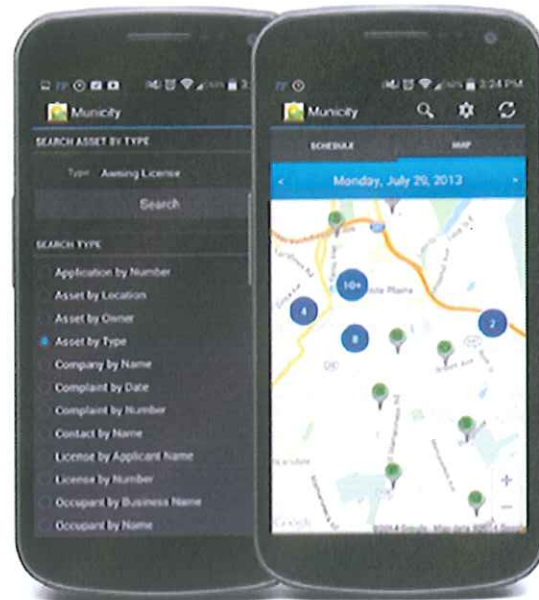
Additional items can be attached to Work Orders including inspections, tasks, pictures and documents. Inspection can be viewed via an integrated calendar. Work Orders and many other documents can be printed out from the system.





Screen showing photo capture on an asset.

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





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**ANNUAL SERVICE AND SUPPORT**

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The annual service and support contract provides the City of Newburgh's installation with software service and support for your Muncity System. This includes advice for procedural questions, regular software updates and software fixes for problems encountered.

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

The City is responsible for all data backups and agrees to make regular backups of the software and data on multiple backup sets.

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

## INVESTMENT DETAIL & OPTIONS

Prices noted for software, installation, training, and other services are valid for 6 months from the date of this proposal. **Pricing is based on the City having 7500 parcels.**

| City of Newburgh NY Revised Municipity 5 Pricing                     | Total Pricing       |
|----------------------------------------------------------------------|---------------------|
| <b>Software</b>                                                      |                     |
| Municipity 5 - Unlimited Users                                       | \$ 48,227           |
| Annual Maintenance                                                   | \$ 10,046           |
| <b>Subtotal</b>                                                      | <b>\$ 58,273.00</b> |
| <b>Services</b>                                                      |                     |
| Software Customization                                               | \$ 3,600            |
| Onsite Assessment/Review                                             | \$ 5,000            |
| Project Management                                                   | \$ 7,000            |
| Data Conversion                                                      | \$ 3,000            |
| Installation & Training                                              | \$ 7,360            |
| <b>Subtotal</b>                                                      | <b>\$ 25,960</b>    |
| Laserfiche integration set/up and Maintenance                        | \$ 1,500            |
| Microsoft Outlook Integration                                        | Included            |
| eCode360 Integration                                                 | Included            |
| <b>Subtotal integration services</b>                                 | <b>\$ 1,500</b>     |
| <b>DPW Module</b>                                                    |                     |
| Base Software                                                        | \$ 12,000           |
| Setup and installation                                               | \$ 2,000            |
| Annual Maintenance                                                   | \$ 3,200            |
| <b>Municipity Connect (Web Access to property info by residents)</b> |                     |
| Base software                                                        | \$ 2,800            |
| Setup and Installation                                               | \$ 1,040            |
| Annual Maintenance                                                   | \$ 640              |
| <b>Municipity Advanced Reporting</b>                                 |                     |
| Base Software                                                        | \$ 1,500            |
| Setup and installation                                               | \$ 640              |
| Annual Maintenance                                                   | \$ 480              |
| <b>Municipity Mobile - 50 Users</b>                                  |                     |
| Base Software                                                        | \$ 8,000            |
| Setup and installation                                               | \$ 2,000            |
| Annual Maintenance                                                   | \$ 4,000            |
| <b>Proposal Total</b>                                                | <b>\$ 124,033</b>   |
| <b>Annual Maintenance 2nd Year Forward</b>                           | <b>\$ 18,366</b>    |

## AUTHORIZATION & AGREEMENT

The City of Newburgh, New York hereby agrees to the procedures outlined above, to General Code's Terms and Conditions which are available at [www.generalcode.com/TCdocs](http://www.generalcode.com/TCdocs), and authorizes General Code to proceed with the project.

| Line Item Description                   | First Year Costs | 2nd Year Costs |
|-----------------------------------------|------------------|----------------|
| <b>Municipality 5 Software</b>          |                  |                |
| <input type="checkbox"/> Municipality 5 | \$ 124,033.00    | \$ 18,366.00   |

**On-Going Maintenance:** After initial installation, the charges associated with annual maintenance of the Municipality software, or any other services requested by the City, shall be paid by the City upon delivery of the services or products and submission of an invoice/voucher by General Code. Based on the above defined project, the estimated Annual Software Assurance Plan for the second and successive years will be **\$18,366.00** (plus any additional costs associated with the addition of any options).

### PAYMENT SCHEDULE

- 50% of the project price shall be invoiced upon authorization of the project – payable within 30 days of authorization.
- 25% upon completion of the data conversion and system setup.
- 25% upon completion of the training.

### CITY OF NEWBURGH, ORANGE COUNTY, NEW YORK

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### GENERAL CODE, LLC

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

1. Sign the Proposal
  2. Fax or email the Authorization & Agreement Section only to: [Sales@generalcode.com](mailto:Sales@generalcode.com) • fax (585) 328-8189
  3. Mail the signed Proposal to General Code at: 781 Elmgrove Road • Rochester, NY 14624
- General Code will then sign and mail a copy of this agreement back to the Municipality for its records.

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## APPENDIX B – MUNICITY PARCEL MANAGEMENT SOFTWARE ASSURANCE PLAN PROGRAM DETAILS

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Included in your MSAP (Municipality Software Assurance Plan) are the following services:

### Help Desk Support

Procedural or Technical Questions may be addressed to the Municipality Help Desk by either calling General Code's 1-800 number (1-800-836-8834) or by submitting them to the Municipality Help Desk via e-mail ([MunicipalitySupport@generalcode.com](mailto:MunicipalitySupport@generalcode.com)). The Municipality Help Desk is available 8 a.m. - 5 p.m. EST Monday - Friday.

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

### Method of Support

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

### Training

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



**RESOLUTION NO.: 330 - 2016**

**OF**

**DECEMBER 12, 2016**

**RESOLUTION AMENDING RESOLUTION NO: 300-2015,  
THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER \$3,518.64 FROM GENERAL FUND - PROCEEDS INTERNATIONAL  
FESTIVAL TO INTERNATIONAL FESTIVAL DONATIONS  
FOR THE PURPOSE OF ALLOCATING ADDITIONAL REVENUE ABOVE TOTAL  
EXPENSES INCURRED FOR THE FISCAL YEAR 2016**

**BE IT RESOLVED**, by the City Council of the City of Newburgh that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby amended as follows:

|                                                | <u>Decrease</u> | <u>Increase</u> |
|------------------------------------------------|-----------------|-----------------|
| A.0000.0000.2706                               |                 |                 |
| General Fund – Proceeds International Festival | \$3,518.64      |                 |
| TE.0000.2770.0009                              |                 |                 |
| International Festival Donations               |                 | \$3,518.64      |
| <br>TOTALS:                                    | <br>\$3,518.64  | <br>\$3,518.64  |

RESOLUTION NO.: 331 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 51 COURTNEY AVENUE (SECTION 48, BLOCK 11, LOT 10)  
AT PRIVATE SALE TO ANUSHA MEHAR FOR THE AMOUNT OF \$21,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 51 Courtney Avenue being more accurately described as Section 48, Block 11, Lot 10 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 13, 2017, being ninety (90) days from the date of this resolution; and

| <u>Property address</u> | <u>Section, Block, Lot</u> | <u>Purchaser</u> | <u>Purchase Price</u> |
|-------------------------|----------------------------|------------------|-----------------------|
| 51 Courtney Avenue      | 48 – 11 – 10               | Anusha Mehar     | \$21,000.00           |

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

# Terms and Conditions Sale

## 51 Courtney Avenue, City of Newburgh (48-11-10)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017 and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At

closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 13, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 332 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 8 LARTER AVENUE (SECTION 26, BLOCK 3, LOT 25)  
AT PRIVATE SALE TO EUGENIO NEVAREZ FOR THE AMOUNT OF \$36,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 8 Larter Avenue being more accurately described as Section 26, Block 3, Lot 25 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 13, 2017, being ninety (90) days from the date of this resolution; and

| <u>Property address</u> | <u>Section, Block, Lot</u> | <u>Purchaser</u> | <u>Purchase Price</u> |
|-------------------------|----------------------------|------------------|-----------------------|
| 8 Larter Avenue         | 26 – 3 – 25                | Eugenio Nevarez  | \$36,000.00           |

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

# Terms and Conditions Sale

## 8 Larter Avenue, City of Newburgh (26-3-25)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017 and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At

closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 13, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.



16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: <sup>333</sup>\_\_\_\_\_ - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH'S CONSOLIDATED  
HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN  
FOR FISCAL YEAR 2017**

**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**, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

**WHEREAS**, this plan was submitted to and approved by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

**WHEREAS**, this one-year Action Plan contains the following proposed activities and budget for the City's 2016 Community Development Block Grant Entitlement Program;

|                                                      |                  |
|------------------------------------------------------|------------------|
| <b>Expenditures 2017</b>                             |                  |
| Emergency Homeless Shelter                           | \$34,000         |
| Downing Park Urban Farm Project                      | \$140,000        |
| In-Rem Stabilization                                 | \$98,000         |
| Code Compliance Program                              | \$44,000         |
| Emergency Home Repairs                               | \$30,000         |
| Park Improvements                                    | \$149,500        |
| Small Business Assistance & Complete Streets Program | \$190,000        |
| Administration                                       | \$160,000        |
| <b>TOTAL BUDGET</b>                                  | <b>\$845,500</b> |

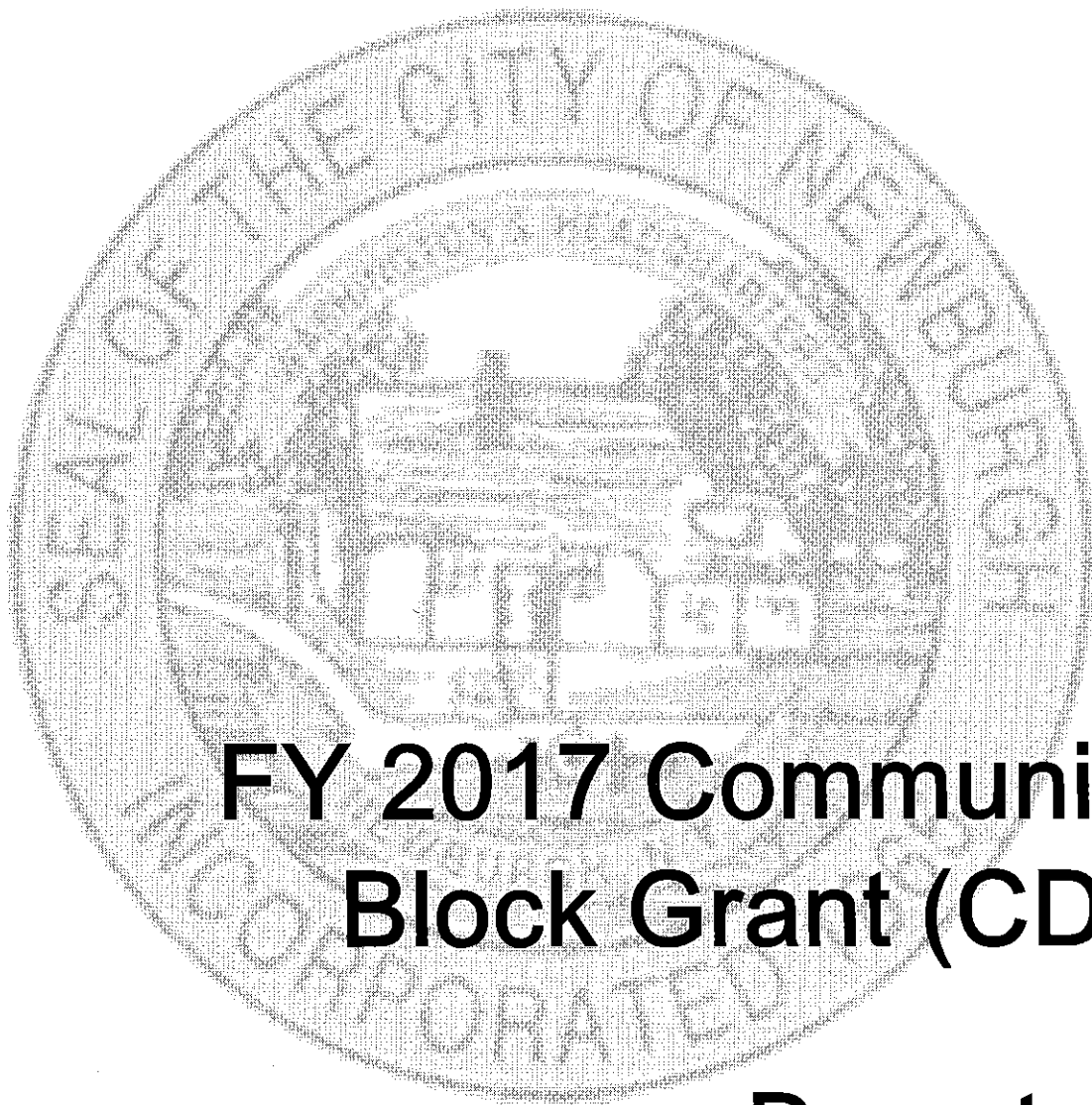
**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh, New York does hereby approve and adopt the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Newburgh, New York does hereby accept if awarded a grant allocation under the Community Development Block Grant Program in the amount of \$845,500.00; and

**BE IT FURTHER RESOLVED,** that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the appropriate forms and certifications attached thereto; that the City Manager he is further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and that the City Manager be and is hereby that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby; and

**BE IT FURTHER RESOLVED,** that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with the certifications attached hereto and made a part hereof; and

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



# **FY 2017 Community Development Block Grant (CDBG) Projects**

**Department of Planning &  
Development  
October 24, 2016**



# “CDBG” - Brief Primer

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grants (CDBG) - Administered by U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. Most recent City of Newburgh Consolidated Plan: PY2015-PY2019
- Projects **MUST** be consistent with broad national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.



# City of Newburgh Community Development Goals

- Development without Displacement.
- Enhance outreach and communications with the community.
- Support of a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

*Understand that successful community building requires reestablishing trust, which takes time, patience and cooperation.*



# City of Newburgh CDBG Projects Overview:

- Control blight
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our communities
- Build community gardens and provide access to healthy and locally grown food



# **2017: Proposed Action Plan Projects**

**Year 3 of the 5 Year Plan  
2015 - 2019**





# FY2017 Proposed CDBG Projects/Funding

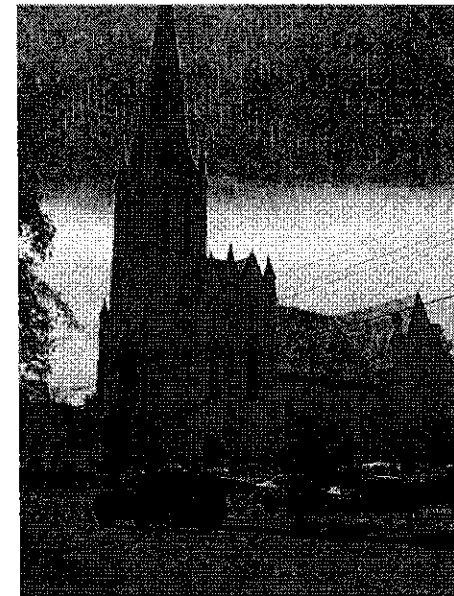
| Project # | Description                                                                                                                                                                                                            | Project Funding |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1         | Emergency Homeless Shelter<br>First Methodist Church Homeless<br>Shelter Services                                                                                                                                      | \$34,000.00     |
| 2         | Downing Park Urban Farm<br>Downing Park Urban Farm Project &<br>Outreach Program                                                                                                                                       | \$140,000.00    |
| 3         | In Rem Stabilization Program<br>2 DPW Workers & materials for In<br>Rem Program                                                                                                                                        | \$98,000.00     |
| 4         | Code Compliance Program<br>2 Part-Time Code Compliance<br>Activities                                                                                                                                                   | \$44,000.00     |
| 5         | Emergency Home Repairs<br>Emergency Homeowner Repair<br>Program                                                                                                                                                        | \$30,000.00     |
| 6         | Park Improvements<br>Park Improvements                                                                                                                                                                                 | \$149,500.00    |
| 8         | Small Business Assistance & Complete<br>Streets Program<br>Small Business Assistance, including<br>Facade Improvements, Complete<br>Streets Project, Sidewalk Program<br>Salary for Economic Development<br>Specialist | \$190,000.00    |
| 7         | Administration<br>Program Administration, Staff<br>Salaries and Benefits, Student<br>Interns                                                                                                                           | \$160,000.00    |
|           | Total Funding Proposal                                                                                                                                                                                                 | \$845,500.00    |



Project: Emergency Shelter and Homeless Services  
Budget: \$34,000.00

Summary: Funding to support the Emergency Shelter at First United Methodist Church (FUMC) Homeless Services.

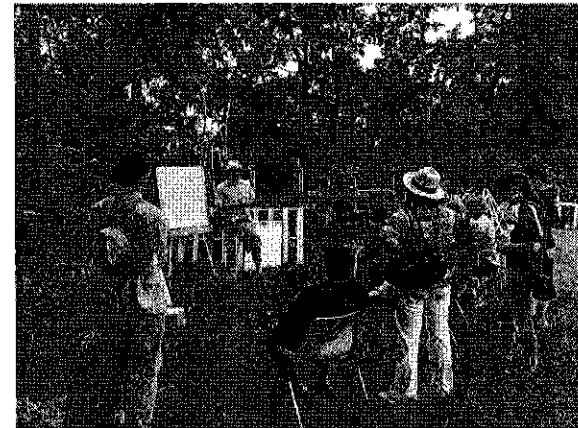
- Executive Order to protect homeless individuals from inclement winter weather where temperatures decline to 32 degrees or below
- FUMC Homeless Services provided shelter and comfort to an average of 400 – 500 men and women, Dec. 2015 – March 2016



Project: Downing Park Urban Farm  
Budget: \$140,000.00

Summary: Continued funding to support year 2 of the 3-Year Downing Park Urban Farm project.

- The Downing Park Urban Farm offers practical, economical, and sustainable DIY solutions to address food poverty and scarcity in our community. Using simple techniques adapted for the specific conditions of living in an urban food desert like Newburgh, we aim to provide a platform for the community to have access to resources that enable people to grow their own food and follow a path towards better health and nutrition.



# Downing Park Urban Farm Initiative Highlights:

- Strengthened/expanded the number of community gardens in Newburgh
  - ✓ Piloted Community Gardens Produce Donation Program
  - ✓ Four of the community gardens donated over 600 pounds of fresh produce to four local food assistance programs - Meals on Wheels, St. Patrick's Soup Kitchen, St. George's Food Pantry and the Newburgh Ministry



## Downing Park Urban Farm Initiative Highlights (Continued):

- Soil Testing Program
- Rain Barrel water conservation program
- Backyard Composting



Project: In Rem Stabilization Program  
Budget: \$98,000.00

Summary: Funding to support the salaries of 2 Department of Public Works (DPW) employees performing in rem property maintenance activities, including:

- Board-Up Properties
- Cut Grass
- Remove Trash
- Shovel Snow



Project: Code Compliance Program  
Budget: \$44,000.00

Summary: Funding to support part-time code compliance activities:

- Property Abatements
- Issuance of Sanitation Violations



Project: Emergency Homeowner Repair Program  
Budget: \$30,000.00

Summary: Funding to support the Emergency Homeowner Repair program. Program activities include:

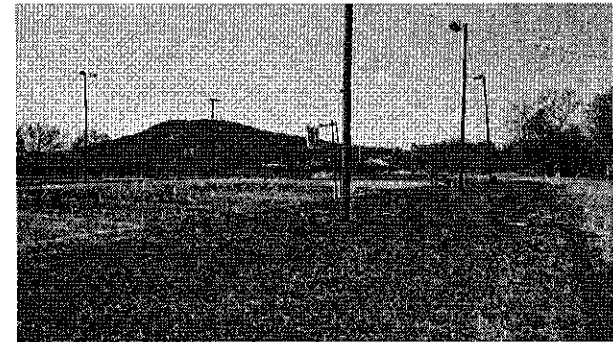
- Funding for emergency water/sewer code violation repairs.
- Sidewalk code violation repairs

\* Low – moderate income based program





Project: Park Improvements  
Budget: \$149,500.00



Summary: Funding to support City of Newburgh park improvements projects. Examples include:

- Improved Delano Hitch Park Basketball Court Lighting
- Delano Hitch Track Project
- Delano Hitch Fitness Stations



Project: Small Business Assistance & Complete  
Streets Program  
Budget: \$190,000.00

Summary: Small Business Assistance, including Facade  
Improvements, Complete Streets Project, Sidewalk Repair  
Program, Economic Development Specialist



Project:                      Staffing & Administration  
Project Funding:        \$160,000.00

Summary: Funding to support the salaries & benefits of the Community Development Director, a part-time stipend and student interns. Funds for legal notices, office support, postage and a minimal amount of travel are also included.\*

\*Cannot exceed 20% of total funding award.



# FY2017 CDBG Projects Timeline



RESOLUTION NO. 334 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE  
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY  
LOCATED AT 1 LINCOLN TERRACE (SECTION 21, BLOCK 4, LOT 7)  
SOLD AT PRIVATE SALE TO VICTORIA GALLO**

**WHEREAS**, by Resolution No.: 212-2016 of August 8, 2016, the Council of the City of Newburgh, New York, authorized the sale of 1 Lincoln Terrace (Section 21, Block 4, Lot 7) to Victoria Gallo; and

**WHEREAS**, Lereta Tax & Flood Services brought a claim against the City of Newburgh in connection with 1 Lincoln Terrace; and

**WHEREAS**, by Resolution No.: 263-2016 of September 26, 2016, the Council of the City of Newburgh, New York, authorized a settlement in connection with said claim; and

**WHEREAS**, while processing settlement of said claim, it requires additional time for Ms. Gallo to close title; and

**WHEREAS**, this Council has determined that granting the extension 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 an extension of time to close title for the property located at 1 Lincoln Terrace (Section 21, Block 4, Lot 7) is hereby authorized until February 28, 2017.

RESOLUTION NO.: <sup>335</sup>\_\_\_\_\_ - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE  
POLICIES FOR THE PERIOD OF  
JANUARY 1, 2017 TO DECEMBER 31, 2017**

**WHEREAS**, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2016; and

**WHEREAS**, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2017;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2017 through December 31, 2017 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Quotation; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage and third-party claims administration services, respectively, for the period of January 1, 2017 to December 31, 2017.

**RESOLUTION NO.: 336 - 2016**

**OF**

**DECEMBER 12, 2016**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN AGREEMENT WITH SST, INC.  
FOR SHOTSPOTTER FLEX GUNFIRE LOCATION, ALERT AND ANALYSIS  
SERVICES  
FOR THE CITY OF NEWBURGH POLICE DEPARTMENT**

**WHEREAS**, SST, Inc. offers subscription-based ShotSpotter gunfire location, alert and analysis services to assist local law enforcement agencies to identify locations of gunfire to enhance rapid response by police; and

**WHEREAS**, the City of Newburgh proposes to utilize ShotSpotter services to improve response to gunfire incidents, aid in investigative efforts, utilize data to establish hotspots for targeted enforcement and foot patrols, and manage staff and resources more efficiently and effectively; and

**WHEREAS**, the cost for the ShotSpotter Flex services, equipment and training in the initial year is \$351,500.00 and such funding shall be derived from the CDBG program; and

**WHEREAS**, the City Council finds that entering into such a contract with SST, Inc. for the subscription-based ShotSpotter flex program is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with SST, Inc., as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh Police Department.



**PURCHASE AGREEMENT  
FOR A SUBSCRIPTION-BASED  
SHOTSPOTTER® FLEX™ GUNFIRE LOCATION,  
ALERT AND ANALYSIS SERVICE FOR  
NEWBURGH, NEW YORK**

confidential



**Purchase Agreement for a Subscription-Based  
ShotSpotter® Flex™ Gunfire Location, Alert and Analysis Service**

**Customer:** Newburgh, New York

**Agreement ID:** NBURGHNY11222016

**Date:** November 22, 2016

**Submitted by:** Jack Pontious, Director – Northeast Region  
+1.202.258.0141 mobile  
+1.703.940.1085 fax  
jack@ShotSpotter.com

SST, Inc.  
7979 Gateway Blvd, Suite 210  
Newark, California 94560  
+1.888.274.6877  
info@ShotSpotter.com  
www.ShotSpotter.com

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## SST Introduction and Background

### About SST, Inc.

SST was founded in 1995 and with 33 issued patents, and over 90+ successful agency engagements covering over 300 square miles, SST has become the de-facto leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

Our service is delivered as an easily implemented Software as a Service (SaaS) solution requiring no investment in or maintenance of expensive hardware or software. Our contracts are based on an affordable one year subscription agreement providing for maximum flexibility and the de-risking of a ShotSpotter deployment.

### Our Core Beliefs

Our inspiration comes from our Principal Founder, Dr. Bob Showen's core belief that technology in its highest and best use should be harnessed for social good. The collective passion of our employees, investors and partners is based on providing a compelling solution and consulting expertise focused on helping reduce gun violence and creating safer more vibrant communities coping with the epidemic of gun violence. We are committed to developing comprehensive, respectful and intimate partnerships with agencies and their respective cities organized around making a positive difference. Today, ShotSpotter is highly regarded as a critical component of a comprehensive gun violence reduction strategy and is playing an active part in making communities safer for our future generations. We aspire to make that both our individual and firm wide legacy.

## Our Experience

Our company has had over 20 years of successful experience in designing and deploying ShotSpotter arrays in a number of diverse urban environments with various acoustic and environmental challenges. We have the largest database of gunfire events and other impulsive noise detections on the planet allowing us to continually refine and improve our machine classification techniques. Our data is scientifically sound and used in court cases at both the state and federal levels.

Most importantly, we have over the years, been able to learn alongside our clients, a number of best practices techniques to improve on measurable outcomes and the operational effectiveness of our solution. We take a consultative approach to our client engagements and bring to bear a formal onboarding process and provide comprehensive training and ongoing webinars to advance the state of gun violence abatement.

## Our Service and Product Offerings

SST is well known and respected for its gunshot detection solutions that have historically helped police identify, analyze and respond to violent gun crime in urban cities. The ShotSpotter product continues to become a household name in law enforcement agencies across the world. Today, the company has expanded its solution offering to include small area and indoor gunshot detection. This new security solution is focused on K-12 schools, college and university campuses, corporate facilities and other key critical infrastructure that are vulnerable to unpredictable active shooter attacks.

An overview of our suite of services include the following:

- **ShotSpotter® Flex™** – gunfire alerting and analysis of gunfire for local law enforcement agencies in urban areas.
- **ShotSpotter® SiteSecure™** for Critical Infrastructure – physical security designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- **SST SecureCampus®** – designed to provide indoor and outdoor gunfire coverage at university and school campuses.

## About Our Service – ShotSpotter Flex

### Real Time Gunfire Data

**ShotSpotter Flex** helps law enforcement agencies by directing police to the precise location of illegal gunfire incidents. ShotSpotter instantly notifies officers of shootings in progress with real-time data delivered to dispatch centers, patrol cars and even smart phones. Instant alerts enable first responders to aid victims, collect evidence and quickly apprehend armed, dangerous offenders.

ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. Police now possess a scientific barometer of success: smart policing leads to fewer shootings.

| Key Features                                                                            | Key Benefits                                                     |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------|
| • Constant, 360-degree wide-area acoustic surveillance throughout large coverage areas. | • Enhanced situational awareness and officer safety.             |
| • Immediate alerts when no one calls 9-1-1.                                             | • Faster evidence collection and witness identification.         |
| • Precise location including latitude/longitude, street address.                        | • Court-admissible, detailed forensic reports (DFRs).            |
| • Number and exact time of rounds fired.                                                | • Increased gun crime arrests.                                   |
| • Identification of fully-automatic or high-capacity weapons.                           | • Improved community relations and collaboration.                |
| • Identification of multiple shooters.                                                  | • Proactive gun crime pattern analysis and strategic deterrence. |
| • Shooter position, speed and direction of travel.                                      | • No need to buy/manage a complex technology infrastructure.     |
| • Detailed forensic data for investigation, prosecution, analysis.                      | • Expedited response to shooting victims.                        |
| • Easily-accessible single and cumulative historical reports.                           | • Increased suspect leads, suspect arrests.                      |
| • Annual subscription-based service is a hosted cloud-based solution.                   | • Increased ability to identify homicides and injured victims.   |

## Sensor Platform

Our detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors “trigger” the software system is able to triangulate the exact location of the event within 82 feet.

SST designs and deploys a sensor array of typically 15-20 sensors per square mile in order to support a coverage area. Although the company may seek assistance from the city/agency for permissions to mount the sensors, the ownership and maintenance of the sensors is the sole responsibility of SST.

## Subscription-based and Software as a Service

### **SST’s cloud-based system is cost effective.**

In addition to owning and operating the underlying sensor network, SST also owns and operates the data center infrastructure which provides the 24x7x365 real-time data. Sensors operate on "machine-to-machine" (M2M) data contracts provided by our cellular provider partners. Because SST maintains thousands of live sensor connections with those partners, we achieve per-sensor connectivity savings far beyond what a single agency could negotiate, and we pass those savings along to our customers in the form of a fixed price subscription.

### **Built-in redundancy eliminates any single point of failure.**

SST operates fully redundant data centers on both the East and West Coasts, both of which have doubly-redundant power and HVAC, and triply-redundant Internet connectivity. The company has invested in full data redundancy and backups, as well as offsite backup, and provides a level of 24x7x365 fault tolerant hardware and network uptime that no agency—even the biggest—could afford to procure, let alone maintain, on its own.

### **Subscription Based**

The subscription-based cost structure of ShotSpotter Flex not only makes sophisticated gunshot detection a reality for your agency, it helps you maximize your people by speeding investigations, supporting prosecutions and deploying

patrol officers where and when they're needed most to successfully prevent gun violence.

Annual terms provide the maximum flexibility and reduction of risks as an agency can opt out after the one year term (although we trust our service will provide positive outcomes that you will want to continue to receive).

### **Incident Review Center**

Our 24x7x365 commitment coupled with unparalleled acoustic expertise provides an instant assessment of all incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts. We provide the level of data qualification needed to have confidence when dispatching based on alerts. Drawing on their experience, SST experts add critical situational intelligence to alerts, that can help personnel respond more safely and successfully.

After an explosive (or impulsive) sound triggers ShotSpotter sensors that an incident is detected and located, audio from the incident is sent to the SST Incident Review Center via secure, high-speed network connections for real-time qualification. Within seconds, an SST professional reviewer analyzes audio data and recordings to confirm gunfire. The qualified alert is then sent directly to the dispatch center, PSAP, mobile/patrol officers and any other relevant safety or security personnel.

SST's team of expert reviewers has direct experience reviewing thousands of incidents captured by SST systems. Reviewed alerts help law enforcement respond safely and effectively to gunfire by providing:

- Precise location of gunfire, both latitude/longitude and street address.
- Number and exact time of shots fired.
- Shooter position, speed and direction of travel (if moving).
- Faster, more accurate alerts.
- Gunfire incident history and pattern analysis.

SST's incident reviewers hear thousands of gunfire incidents during their training, and each incident is presented to them from the perspective of multiple sensors. SST incident reviewers have reviewed and analyzed more acoustic gunfire incidents, from more perspectives, than quite literally anyone else in the world.

SST's Real-Time Incident Review Center operates 24 hours a day, 365 days a year in a protected and fully redundant environment. Our software provides live chat functionality for immediate communication and assistance when required.

## **Best Practices and Onboarding Training**

### **The SST Training Team**

The Training Team consists of former law enforcement professionals with over 40 years of experience. Our mission is to make the customer as successful as possible. We do this through continued and on-going support to help you learn how to get the most benefit from the services we offer. All the training modules we offer are included in the price of the service, so never hesitate to request training if your agency is in need.

### **Getting Started**

Early in the engagement process, one of our trainers will be assigned to the agency to ensure wide-ranging but consistent training is delivered based on the agency customer's need. While the service is being deployed, we first present to command staff personnel and key identified stakeholders in the service. This Best Practices Presentation is based on knowledge of law enforcement practices and learning from our customer agencies that have been successful with incorporating ShotSpotter services into the fabric of the department. The idea is to get the agency thinking about success and ways to achieve it right from the beginning.

### **Educational and Best Practices Webinars**

To help support you in your deployment process, SST has a number of training webinars to help you get your team trained internally on how to use our products and services. We also offer a series of archived best practices webinars on a variety of law enforcement topics from reducing celebratory gunfire to keeping neighborhoods safer. These webinars are led by our internal SST experts, many of whom have an extensive background in both public safety and business.



## Gunfire Data and Alerts

The alerts that are generated by ShotSpotter are delivered in the following forms:

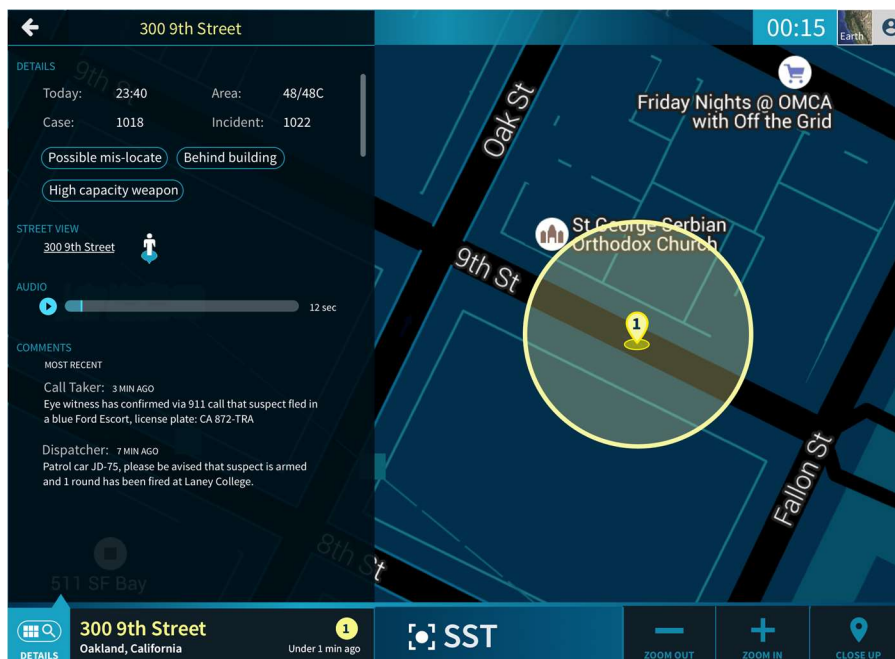
### i. Alerts Console

The ShotSpotter Flex Alerts Console is the user interface most often used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this console.

The console provides the type of gunfire (single round, multiple round), a unique identification number (Flex ID number), a date and time of the muzzle blast (trigger time), latitude-longitude of the location of the muzzle blast, nearest address of the location of the muzzle blast, number of shots, direction of travel (moving shooter, multiple rounds), speed of travel (moving shooter, multiple rounds), district identification, and beat identification.

An SST analyst may add other contextual information related to the event such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). An audit trail of the time the alert was published, acknowledged and closed at customer facility is also contained in the report. All notes by Call Takers

and Dispatchers are added to the alert are time and date stamped and indicate the operator's identification. For Patrol Officers, an audio clip of the incident is provided with the alert.

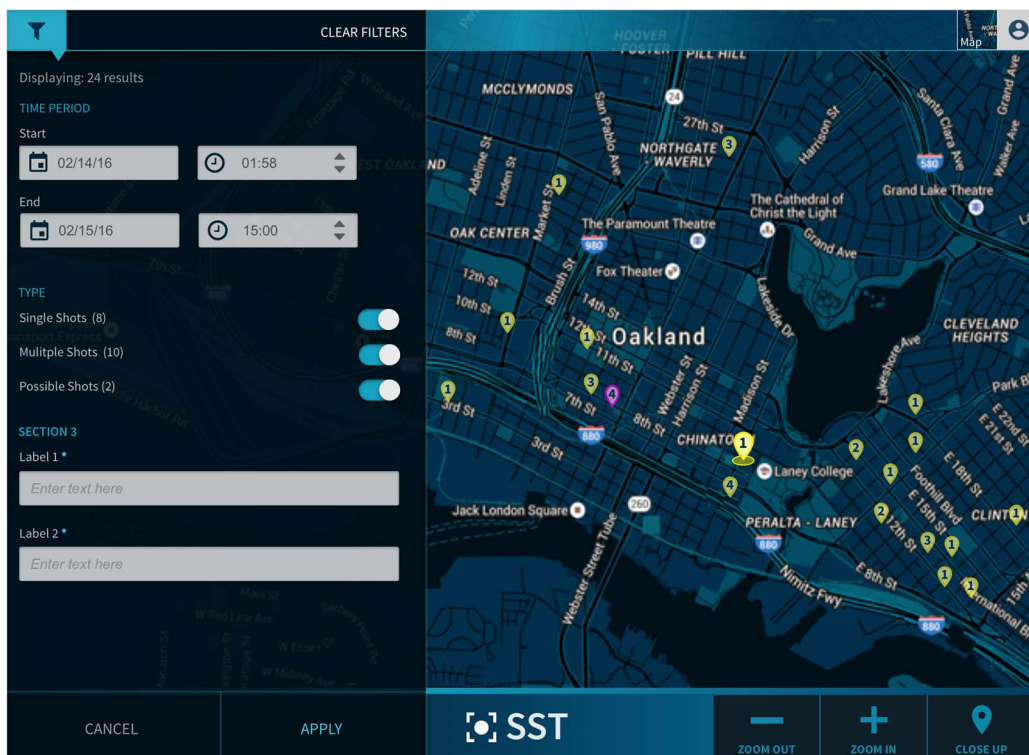


## ii. Investigator Portal

All historical incident data in the ShotSpotter Flex database can be viewed, searched, sorted, and filtered using the ShotSpotter Investigator Portal. Reports for single incidents and groups of incidents can be run. Parameters and filter settings may be used to select incidents grouped into a single report. Any predefined reports may be viewed on a monitor, printed, or exported to standard CSV format.

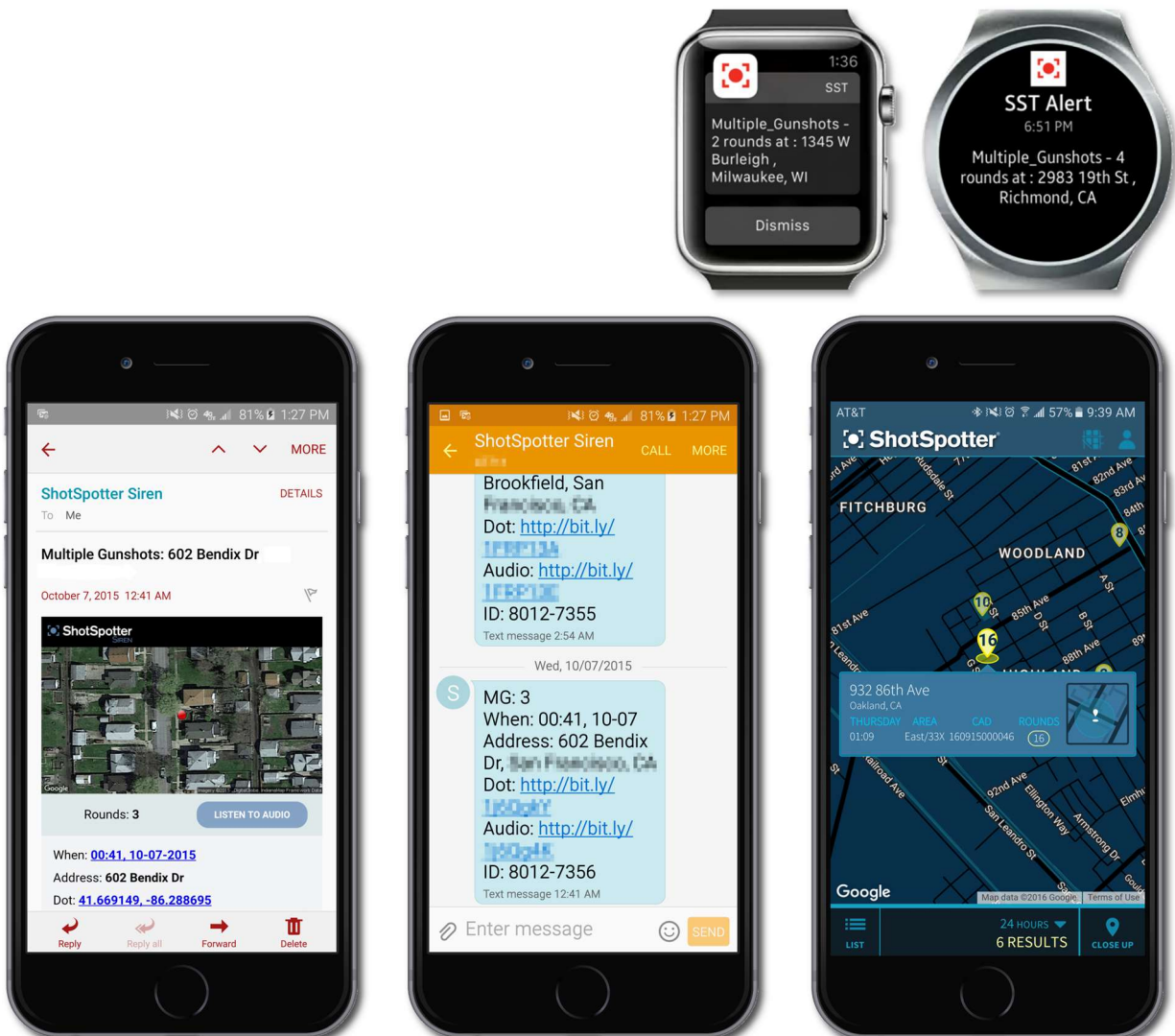
End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details into an SQL database, generating reports is relatively simple.

The Investigator Portal also includes the ability to save any audio clip as a standard MP3 file to any recordable media (e.g., CDROM, USB drive).



### iii. Mobile Alerts

Real-time gunfire alert data may also be delivered to smartphones and smart watches through email, SMS text messages, or a native smartphone application, available for use on iPhones and Android platforms. The location of gunfire is represented as a dot on a map in addition to the number of rounds fired, including access to the incident audio.



#### **iv. Notification Engine (machine based)**

The ShotSpotter Notification Engine Interface permits client applications such as video management systems, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), video analytics, automated license plate number readers (ALPR), camera management systems, crime analysis and statistics packages (including COMPSTAT software), and common operating picture (COP) software to receive accurate, timely, and detailed information about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 SST Incident Review Center.

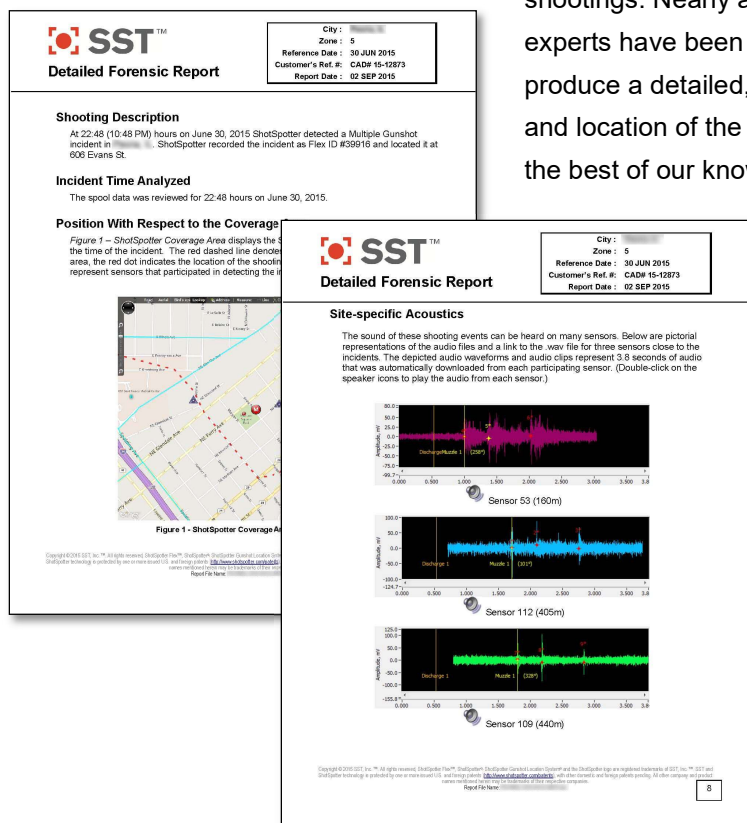
Integration of ShotSpotter data with other systems has already proven successful in cities across the United States. Police in Minneapolis, MN used an earlier version of the ShotSpotter Notification Engine to trigger video recordings of certain key intersections in high crime areas. Soon thereafter, a ShotSpotter alert triggered those cameras to capture the image of a murderer fleeing the scene of a shooting. Similarly, in Boston, MA, police correlate ShotSpotter data with surveillance cameras and parolee ankle bracelet tracking data to maintain 24x7x365 awareness of any parolee who may be violating the terms of parole by committing crimes or consorting with those doing likewise.

## v. Forensic Reports & Certified Expert Witness Services

ShotSpotter Flex data is also useful for detailed forensic analysis that helps reveal and clarify what actually occurred during a gunfire incident, including the identification of weapon type (i.e. automatic vs. semi-automatic), the number of rounds fired, the number of shooters involved, and the direction and speed of a shooter-in-motion for drive-by shootings. The audio clips also provide conclusive evidence to prosecutors to allow jurors to directly experience the incident and gain a more detailed firsthand awareness of what are often horrifying moments for the victims. In support of prosecutions, SST offers key members of its staff to provide expert witness testimony to help interpret and clarify crime scene activity derived from the system's data. In addition to predefined and customer-generated reports, ShotSpotter experts can create a detailed forensic report of any single gunfire incident. ShotSpotter detailed forensic reports have helped with many convictions and also to clarify what occurred during officer involved

shootings. Nearly all of the criminal proceedings in which its experts have been called to testify, SST has been able to produce a detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.)

In 11 states and in the District of Columbia, ShotSpotter evidence and SST expert witness testimony have been successfully admitted in over 50 court cases. In four of those states (CA,NY,MO,NE), ShotSpotter scientific technique was subject to Kelly (Frye) or Daubert challenges and was found to be admissible.



## Customer References

### **Minneapolis (MN) Police Department**

350 South 5th Street, Room 130, Minneapolis, MN 55415-1389

Chief Janeé Harteau (jane.harteau@minneapolismn.gov, 612.673.3559)

Coverage Area: 5 square miles (1 expansion)

2006 to Present

### **New York City (NY) Police Department**

1 Police Plaza, New York, NY 10007

Sergeant Joe Freer (joe.freer@nypd.org, 646.610.8676)

Coverage Area: 15 Square Miles (planning on expansion)

2015 to Present

### **Kansas City (MO) Police Department**

700 Minnesota Avenue, Kansas City, KS 66101

Chief Darryl Forte (darryl.forte@kcpd.org, 816.234.5015)

Commander Scott Caron (scott.caron@kcpd.org, 816.234.5000)

Coverage Area: 4.5 square miles

2012 to Present

### **Rocky Mount (NC) Police Department**

One Government Plaza, Rocky Mount, NC 27801

Lieutenant Ryan Hepler (ryan.hepler@rockymountnc.gov, 252.972.1475)

Coverage Area: 3 square miles

2011 to Present



## Additional Services & Support

SST, Inc. ShotSpotter Flex subscription service offering includes the following:

### Coverage Area Details:

- Coverage area footprint is determined by customer's needs and requirements.
- SST hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by SST acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

### Data Retention:

- SST guarantees 2 years of alert/incident history (additional years at a fee).
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
  - High-level Summary and Basic Incident Reports
  - Detailed Forensic Reports

### Training:

- Comprehensive Onboarding Program tailored to customer's needs.
- Customers are eligible for an in-person training program which include the following:
  - Best Practices
  - Recommended TTPs
  - End-user documentation
  - Administrator training
  - Online end-user training

### Support:

- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, expert witness services, and integration services.

### **Customer Requirements:**

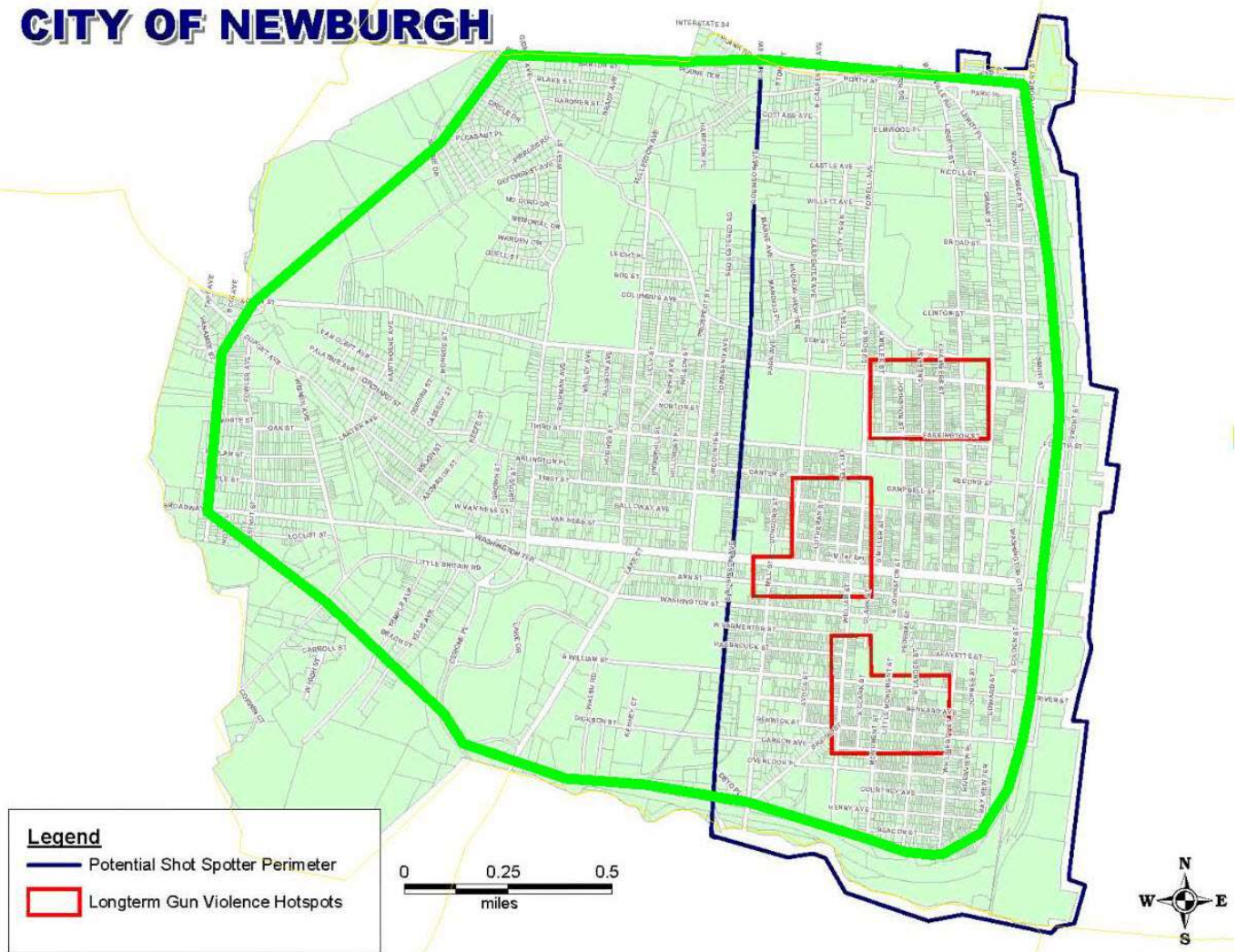
- Provision network access required to meet SST minimum specifications and requirements (ref “Host and Services Required to Use ShotSpotter Flex Clients” SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.
- Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.

### **Coverage Area(s)**

Systems are deployed to provide a dome of coverage for one or more specified areas. Each area is bounded by a specific coverage area perimeter. The area(s) to be covered are shown in the aerial map image below, with each coverage area perimeter denoted by a boundary line. The areas outlined in the images are rough estimates of the requested coverage area(s) and are not exact as they cannot be verified with actual acoustic propagation information to determine the precise size(s) of each area (e.g., in square miles or square kilometers). This verification can only be accomplished during the installation process, therefore the shapes may vary. Additionally if there is a discrepancy between the identified area(s) as defined by the square mileage listed in the caption and the area(s) outlined in any aerial image, the size listed in the caption text shall take precedence and be considered the true size and therefore what SST shall maximally deploy.



## CITY OF NEWBURGH



**Figure 1: Proposed ShotSpotter Coverage (GREEN) = 3.0 mi<sup>2</sup>**

## Pricing, Terms and Conditions

The pricing provided is a firm fixed price quote, which remains valid for ninety (90) days from the date prepared (listed on the cover page).

The price as listed herein does not include any state or local taxes. Customer is responsible for notifying SST if the price needs to be adjusted for taxes.

### One-Time Service Startup Fees

|                                                                                                       |                     |
|-------------------------------------------------------------------------------------------------------|---------------------|
| Service initiation fee for 3.0 square miles @ \$10,000/mi <sup>2</sup>                                | \$ 30,000.00        |
| SST GO Program<br>Onboarding, Training, and Best Practices Support                                    | \$ 10,000.00        |
| Notification Engine (Video Surveillance) Interface License<br>• Does Not include 3rd party middleware | \$ 19,000.00        |
| <b>Total One-Time Fees</b>                                                                            | <b>\$ 59,000.00</b> |

### Subscription Fee for Eighteen (18) Month Term

|                                                                                    |                      |
|------------------------------------------------------------------------------------|----------------------|
| 3.0 square mile coverage area @ \$65,000/mi <sup>2</sup> /year<br>(Figure 1-GREEN) | \$ 292,500.00        |
| <b>Total Subscription Fee</b>                                                      | <b>\$ 292,500.00</b> |

### Total for First Eighteen (18) Month Term

|                                                |                      |
|------------------------------------------------|----------------------|
| One-Time Service Startup Fees                  | \$ 59,000.00         |
| 18-Month Subscription for 3.0 square miles     | \$ 292,500.00        |
| <b>Grand Total First 18 Month Subscription</b> | <b>\$ 351,500.00</b> |

### Optional

|                             |               |
|-----------------------------|---------------|
| Annual Subscription Renewal | \$ 195,000.00 |
|-----------------------------|---------------|

## Payment Terms

Payment for the service initiation and startup, all subscription fees, and any and all optional service fees shall be as follows:

- 50% due upon execution of agreement
- 50% due upon ShotSpotter Flex<sup>SM</sup> “live” status

## Detailed Flex Service Agreement (See Attached Exhibit)

The attached ShotSpotter Flex Service Agreement is incorporated herein by reference and constitutes an integral part of this purchase document. Unless specifically so-stated above, should there be any question of precedence between the exhibit and this purchase document, then the exhibit, a single consolidated document shall be superior to the purchase document itself.

## Agreement

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

**ShotSpotter, Inc.**

**City of Newburgh, New York**

By: \_\_\_\_\_

(Authorized Signature)

By: \_\_\_\_\_

(Authorized Signature)

Name: \_\_\_\_\_

Name: **Michael Ciaravino**

Title: \_\_\_\_\_

Title: **City Manager**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

Name: **Dan Cameron**

Title: **Chief of Police**

Date: \_\_\_\_\_

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7979 Gateway Blvd, Suite 210  
Newark, California 94560  
+1.888.274.6877  
[info@ShotSpotter.com](mailto:info@ShotSpotter.com)  
[www.ShotSpotter.com](http://www.ShotSpotter.com)

SERVICES AGREEMENT



confidential



SST, Inc.  
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+1.888.274.6877  
[info@ShotSpotter.com](mailto:info@ShotSpotter.com)  
[www.ShotSpotter.com](http://www.ShotSpotter.com)

SST, Inc. (also “ShotSpotter,” “we,” “us,” or “our”) and the end-user customer (also “Customer,” “you” or “your”) agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, “Agreement”).

The following Agreement is an essential part of the “Purchase Documents” (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein (“Service”). Your access, or use of any part of the Service (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

## 1. SERVICES

In consideration of the parties’ mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal (“Alert Console”) and user interface supplied by SST (together the Alert Console and interface shall be called the “Software”) (ii) providing access to historical Reviewed Alerts and incident information via the

Software; and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident reviewer employee (see Exhibit A).

SST will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

Except in the circumstances where a system has been previously purchased and is being converted, SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

## 2. LICENSE

The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service and Data (as those terms are defined herein).

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting electronically your assent to these terms, using the service, or by issuing a purchase order or signing a purchase**

**agreement, you agree to be bound by the terms and conditions of this license.** If you do not agree to be bound by the terms of this License, do not issue or execute a Purchase Document, or use the Service.

#### **A. RIGHTS IN DATA.**

All Data created, generated, modified, compiled, stored, kept or displayed by SST through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of SST. Subject to subparagraph (ii) below, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although SST owns the Data with respect to the Subscription Service, SST will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information – For discussion that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

If the customer purchases the exclusivity option, then SST will not distribute to any third party any Data related to or generated by ShotSpotter Gunshot Location System in Customer's coverage area, unless in response to a valid order or

subpoena issued by a court or other governmental body, or as otherwise required by law.

SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

#### **B. RESTRICTIONS.**

The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express



written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to SST in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than the original end-user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by SST. You shall take all reasonable measures to protect SST's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by SST from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

#### **C. TERMINATION.**

You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers



or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

#### **D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.**

SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

#### **E. OTHER RESTRICTIONS.**

You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

#### **3. LIMITED EXCLUSIVE WARRANTY.**

Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service. The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

#### **A. REVIEWED ALERT SERVICE LEVELS.**

As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections

5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.

## **B. SYSTEM CONFIGURATION AND SERVICE LEVELS.**

As regards to System configuration, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit B, attached hereto.

## **C. OTHER WARRANTY.**

SST warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

**The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.**

## **4. SST SUPPORT.**

During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training

presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

## **A. FORENSIC REPORTS.**

SST, at the specific request of the customer, will produce and provide a reasonable quantity of detailed incident forensic reports for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer

should expect delivery of these reports within 5 days after receipt of the request. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

#### **B. EXPERT WITNESS SERVICES.**

SST offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SST requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for SST personnel. Due to the nature of legal proceedings, SST cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services

are rendered regardless of the outcome of the proceedings.

### **5. TERM, RENEWAL**

#### **A. TERM AND COMMENCEMENT.**

The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console.

#### **B. RENEWAL.**

The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, SST may remove the ShotSpotter Gunshot Location System and any

components from the coverage area at that time. If SST does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

### **C. COMMERCIAL CARRIER DATA SERVICES.**

The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of SST to provide the Service. In such circumstances SST will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

### **6. IP INFRINGEMENT; EXCLUSIVE REMEDY.**

Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which

such third party asserts a claim that the Service and/or Software, when used in accordance with SST's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter Flex System.

**Provided, however,** that SST shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide SST with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide SST all reasonable assistance and information in connection with SST's investigation and defense of any claim of infringement.

**Further provided, however,** that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other

hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System.

**The foregoing section states the entire liability of SST and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and**

**replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.**

#### **7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY**

**To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any SST representatives shall vary, expand or modify these warranties.**

**To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.**

**Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot**

control how the Service is used, and, accordingly, SST does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any SST representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the SST-supplied network will remain in operation at all times or under all conditions.

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any

consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by SST, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

## **8. YOUR OBLIGATIONS.**

You acknowledge and agree that SST's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:



**A.** You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due.

**B.** You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

**C.** You shall not permit any alteration, modification, substitution or supplementation of the SST Service or web portal, or the combining, connection, merging, bundling, or integration of the SST Service or web portal into or with any other system, equipment, hardware, software, technology,

function or capability, without our prior written consent.

**D.** Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.

**E. Customer Must Have Internet Access.** In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

**F. Passwords and Access.** Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

**G.** You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

## **9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.**

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

## **10. EXPORT CONTROL.**

You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any GLS System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed,

downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any “deemed export,” or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, GLS System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re- exportation or “deemed export” of the ShotSpotter Flex System, Data, Software or any GLS System Components or Services, as well as



with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S. Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

## **11. PROTECTION OF CONFIDENTIAL INFORMATION.**

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or

compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be

a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

## **12. NOTICES.**

Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

## **13. FORCE MAJEURE.**

In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies,

transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

## **14. DEFAULT; REMEDIES.**

Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

## **15. LIMITATIONS ON LIABILITY.**

In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be

liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

**In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.**

## **16. GENERAL PROVISIONS.**

### **A. NO AGENCY.**

Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

### **B. COMPLIANCE WITH LAWS AND TAXES.**

You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

### **C. EQUAL OPPORTUNITY CONTRACT CLAUSE.**

SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

### **D. SEVERABILITY AND INTERPRETATION.**

If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted

the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

#### **E. INTEGRATION, AMENDMENT AND WAIVER.**

This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between SST and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both SST and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay

in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

#### **F. BENEFIT AND BURDEN; ASSIGNMENT.**

Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. SST may assign or transfer this Agreement and the Purchase Documents and/or SST's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to

assume or to assign these without SST's express consent.

#### **G. GOVERNING LAW AND DISPUTE RESOLUTION.**

The validity, performance, and construction of this agreement shall be governed by the laws of the laws of the State of California, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then SST and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Newark, California, United States of America, or in such other location as the parties may agree, in accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this agreement.

Such arbitration shall be conducted before three arbitrators. The parties acknowledge and agree that this agreement involves a commercial transaction in commerce and that arbitration and award hereunder shall be governed by the federal Arbitration Act. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

**All parties hereby irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this agreement or any other agreement between the parties hereto.**

### EXHIBIT A – Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audio download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System's classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's **Alert Console**, based on the following criteria:

| Incident Type                           | Action                                                                                                                                     |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| High confidence incident is gunfire     | Reviewed Gunfire Alert sent to Customer Alert Console                                                                                      |
| Uncertain if incident is gunfire or not | Reviewed Possible Gunfire Alert sent to Customer Alert Console                                                                             |
| Low confidence incident is gunfire      | <b>No alert will be sent</b> ; incident available for customer review in the incident history available through the Customer Alert Console |

Reviewed Alerts are sent to the Customer Alert Console. Information in a Reviewed Alert will include the location of the incident, the reviewer's qualitative assessment of the confidence level that the incident is or may be gunfire, along with other pertinent information and data.

Specifically, information provided in a Reviewed Alert may include any or all of the following:

- "Dot on the map" and closest parcel address denoting the location of the incident
- Qualitative Confidence that the incident is gunfire: High or Uncertain
- Qualitative Severity: Single shot, multiple shots, drive by shooting, full automatic
- Comments (if any)

The majority of incidents will be processed within 45 seconds of the System notifying the SST Incident Review Center of an incident and 90% of the incidents will be processed in less than 60 seconds. In the unlikely event that the review center loses connection to the hosting facility or the review center is unable

to process the incident within approximately 60 seconds for some reason, the system will automatically route unreviewed incidents directly to the customer based on the systems classification of the incident. In the event the reviewed incident data reveals information that will aid in responder situational awareness, SST may (but is not obligated to) include this information as Comments in the Reviewed Alert.

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into fireworks suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.

The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst's qualitative confidence that an incident is or may be gunfire meets the criteria set forth above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

The Incidents & Reports Portal provides the Customer with full and immediate access to all incident history including the same information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This enables the Customer to perform its own incident reviews and run various reports. This data access is available as long as the Customer is under active subscription.

### **EXHIBIT B – System Configuration and Service levels**

SST will deploy or have deployed a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter's location within 25 meters, after sensor calibration. These performance levels are predicated on the deployment of sensors at all such sites, otherwise the foregoing performance levels may be compromised.

The sensors send incident information to a server in a SST hosting facility via third party cellular, wireless or wired networks. SST is not responsible for outages on the third party networks. SST will be responsible for installation and maintenance of the sensors and cost of the sensor communications to the hosted location server. The hosted server infrastructure (exclusive of communications networks) shall be maintained at 99.9% application availability exclusive of scheduled maintenance that SST will make reasonable efforts to coordinate with the customer.

The connection between the reviewer's console and the Customer's Alert Console is secured using a secure message protocol over http connection, where individual messages are encrypted using the same Public Key Infrastructure ("PKI") as a secure VPN connection.

Providing local access to the internet for the Alert Console is the responsibility of the Customer, as is providing a work station with access to the internet. The Customer may choose to set up multiple sessions of Alert Consoles as a form of redundancy.



RESOLUTION NO.: \_337\_\_\_\_-2016

OF

DECEMBER 12, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
CANCELLING THE SECOND WORK SESSION AND  
REGULAR MEETING OF DECEMBER 2016**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 22, 2016 and the second regular meeting of December 27, 2016 be and hereby are cancelled.

RESOLUTION NO.: 338 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
GRANTING A WAIVER OF CITY CHARTER SECTION C3.12(D) IN CONNECTION  
WITH THE APPOINTMENT OF THE CITY COMPTROLLER**

**WHEREAS**, Kathryn Mack has been a dedicated employee of the City of Newburgh for 6 years in the Comptroller's Office; and

**WHEREAS**, Kathryn Mack was appointed to the position of City Comptroller and effectively and efficiently performing the duties of City Comptroller and Director of Finance since August 5, 2016; and

**WHEREAS**, despite diligent efforts to comply with City Charter Section C3.12(D), Ms. Mack has advised the City Manager and City Council that she is unable to do so at this time; and

**WHEREAS**, this Council wishes to see Ms. Mack continue to perform the duties of City Comptroller and intends to review the requirements and application of City Charter Section C3.12(D); the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh hereby grants to City Comptroller Kathryn Mack a waiver of the requirements of City Charter Section C3.12(D) for a period of 2 years from the date of this resolution.

RESOLUTION NO.: 339-2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO SETTLE  
LITIGATION REGARDING THE TAX FORECLOSURE OF LIENS  
FOR THE YEAR 2014 RELATIVE TO  
18 FORSYTH PLACE, SECTION 9, BLOCK 3, LOT 9**

WHEREAS, by Resolution No.: 322-2016 of November 28, 2016, the City Council of the City of Newburgh, New York authorized the Director of Finance and Enforcing Officer to withdraw the liens on the property located at 18 Forsyth Place (Section 9, Block 3, Lot 9), in the City of Newburgh, from the List of Delinquent Taxes, provided that the owner remit the required down payment and duly enter into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes on or before December 31, 2016; and thereafter satisfying said installment payment agreement; and

WHEREAS, Deidre Lockwood, Executrix and heir to the estate of property owner Audrey Lockwood, has requested an extension of time to make such payment and enter into an installment payment agreement; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to extend the time for payment to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Director of Finance and Enforcing Officer be and she is hereby authorized to withdraw the liens on the property located at 18 Forsyth Place, Section 9, Block 3, Lot 9, in the City of Newburgh, from the List of Delinquent Taxes upon the owner remitting to the City of Newburgh the required down payment in the amount of Twelve Thousand Three Hundred Sixty-Six And 76/100 (\$12,366.76) Dollars and duly entering into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes on or before January 31, 2017; and thereafter satisfying said installment payment agreement in full.

RESOLUTION NO.: 340 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO SETTLE  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2015 RELATIVE TO  
122 DUBOIS STREET (SECTION 18, BLOCK 1, LOT 24)**

**WHEREAS**, by Resolution No. 193-2016 of July 11, 2016, the City Council of the City of Newburgh authorized the Acting Enforcing Officer to withdraw the lien on the property located at 122 Dubois Street (Section 18, Block 1, Lot 24), in the City of Newburgh, from the List of Delinquent Taxes, provided that the past due tax lien amount, together with all currently due taxes and charges, including but not limited to all open water/sewer and sanitation charges, were paid in full by certified or bank check on or before July 31, 2016; and

**WHEREAS**, the property owner has requested additional time to make payment to settle such action; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to extend the time for payment to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Acting Enforcing Officer be and she is hereby authorized to withdraw the lien on the property located at 122 Dubois Street (Section 18, Block 1, Lot 24), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Nine Thousand Nine Hundred Thirty-Seven and 30/100 (\$9,937.30) Dollars representing the past due tax lien amount, together with all currently due taxes and charges, including but not limited to all open water/sewer and sanitation charges, are all paid in full by certified or bank check on or before December 31, 2016.

RESOLUTION NO.: 341 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2014 RELATIVE TO  
440 POWELL AVENUE (SECTION 4, BLOCK 1, LOT 21)**

**WHEREAS**, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2014-8858; and

**WHEREAS**, Jeffrey B. Waldo, as proposed preliminary Executor of the Estate of property owner Carol Munson, by his attorney, served an Answer to such action in regard to the foreclosure of 440 Powell Avenue (Section 4, Block 1, Lot 21); and

**WHEREAS**, the attorney has advised the City that they are prepared to settle such action; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and she is hereby authorized to withdraw the liens on the property located at 440 Powell Avenue (Section 4, Block 1, Lot 21), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Twenty Two Thousand One Hundred Nineteen And 76/100 (\$22,119.76) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2015-2016 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before December 31, 2016.

RESOLUTION NO.: 342 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION REGARDING THE IN REM TAX FORECLOSURE  
OF LIENS FOR THE YEAR 2014 RELATIVE TO  
36 S. MILLER STREET (SECTION 30, BLOCK 2, LOT 45)**

**WHEREAS**, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2014-8858; and

**WHEREAS**, property owner Briar Partners, Inc. has advised the City that they are prepared to settle such action; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and she is hereby authorized to withdraw the liens on the property located at 36 S. Miller Street (Section 30, Block 2, Lot 45), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Fifteen Thousand Sixty Dollars And 83/100 (\$15,060.83) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open 2015-2016 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before December 31, 2016.

RESOLUTION NO.: 343 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT  
OF CLAIM WITH CHRISTINE SANTOS IN THE AMOUNT OF \$4,027.66**

**WHEREAS**, Christine Santos brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Four Thousand Twenty-Seven and 66/100 Dollars (\$4,027.66) 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 the matter 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 Christine Santos in the total amount of Four Thousand Twenty-Seven and 66/100 Dollars (\$4,027.66) 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.

ORDINANCE NO.:   4   - 2016

OF

December 10, 2016

**AN ORDINANCE ADDING ARTICLE II ENTITLED “PUBLIC URINATION OR  
DEFECATION” TO CHAPTER 187 ENTITLED “HEALTH AND SANITATION”  
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

**BE IT ORDAINED** by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add new Article II entitled “Public Urination or Defecation” to Chapter 187 entitled “Health and Sanitation” to read as follows:

**Section 1.** Article II “Public Urination or Defecation”

Section 187-9. Purpose.

The City Council of the City of Newburgh finds that urinating and defecating outdoors on any public highway, street, parking lot, sidewalk or vacant land area within the City of Newburgh constitutes a hazard and nuisance and adversely affects the health, safety and welfare of the public.

Section 187-10. Prohibition.

No person shall urinate or defecate:

- A. In a public place, as defined in Penal Law Section 240, whether indoors or outdoors, except in a designated public restroom or designated portable toilet;
- B. Outdoors on private property, if visible from a public place; or
- C. Outdoors on private property, if not visible from a public place, without the express permission of the property owner.

Section 187-11. Penalties for offenses.

In addition to all other penalties provided under this Chapter or any other provision of the City Code or any other law, rule or regulation of New York State or agency with jurisdiction over the subject matter, any person found to be in violation of this article shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$250 or a term of imprisonment for a period of up to 15 days or both for the first violation; a fine of not less than \$250 and of not more than \$1,000 or a term of imprisonment for a period of 15 days or both for a second violation; and a fine of not less than \$500 and of not more than \$2,000 or a term of imprisonment for a period of 15 days or both for the third and each subsequent violation.



Section 187-12. Severability.

The provisions of the Chapter are declared to be severable, and if any section or subsection of this Chapter is held to be invalid, such invalidity shall not affect the other provisions of this Chapter that can be given effect without the invalidated provision.

**Section 2.** This Ordinance shall take effect immediately, as provided by the Municipal Home Rule Law and other laws of the State of New York.

ORDINANCE NO.: 5 - 2016

OF

December 12, 2016

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY  
OF NEWBURGH TO INCREASE SPRINKLER MAIN FEES AND  
TO ADD A FEE FOR PRIVATE FIRE HYDRANTS

BE IT ORDAINED by the City Council of the City of Newburgh that:

**Section 1.** Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

| Code Section       | Type of Fee                                                                                                                                  | Amount                                                                                       |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Chapter 293, Water |                                                                                                                                              |                                                                                              |
| § 293-34           | Tap Fees. The following utility connection fees shall be charged for all new connections to water and sewer systems in the City of Newburgh: |                                                                                              |
|                    | Private sprinkler charge for connection to City mains:                                                                                       |                                                                                              |
|                    | 2-inch lateral                                                                                                                               | <del>\$36</del> <u>110</u> per year                                                          |
|                    | 3-inch lateral                                                                                                                               | <del>\$54</del> <u>150</u> per year                                                          |
|                    | 4-inch lateral                                                                                                                               | <del>\$72</del> <u>200</u> per year                                                          |
|                    | 6-inch lateral                                                                                                                               | <del>\$135</del> <u>250</u> per year                                                         |
|                    | 8-inch lateral and larger laterals                                                                                                           | <del>\$180</del> <u>325</u> per year                                                         |
|                    | <u>10-inch lateral</u>                                                                                                                       | <u>\$400 per year</u>                                                                        |
|                    | <u>12-inch lateral</u>                                                                                                                       | <u>\$525 per year</u>                                                                        |
|                    | <u>16-inch lateral</u>                                                                                                                       | <u>\$700 per year</u>                                                                        |
|                    | <u>20 inch lateral</u>                                                                                                                       | <u>\$1,000 per year</u>                                                                      |
| §293-38            | Hydrant charge, outside City                                                                                                                 | <del>\$64</del> <u>122</u> per hydrant per year                                              |
|                    | <u>Hydrant charge, private</u>                                                                                                               | <u>\$30.50 per hydrant per</u><br><u>per quarter or</u><br><u>\$122 per hydrant per year</u> |

**Section 2.** This ordinance shall take effect on January 1, 2017.

Underlining denotes additions  
~~Strikethrough~~ denotes deletions





City of Newburgh Privately Owned Fire Hydrants





### *Standard Schedule Of Fees*

- c) The purchaser must agree to purchase the entire series of photographs relating to the same incident.
- 3) Inspection fees per occurrence:
  - a) Explosives, ammunition or blasting: Fifty (\$50) Dollars
- 4) Fire hydrants on private property, per hydrant, per year: One Hundred Ten (\$110) Dollars (\$27.50 per quarter).
- 5) Fire Protection Rates:

| <b>Sprinkler Size<br/>Connection to<br/>Town Water Main</b> | <b>Per<br/>Quarter Rate</b> | <b>Yearly<br/>Rate</b> |
|-------------------------------------------------------------|-----------------------------|------------------------|
| 2 in. connection                                            | \$30.00                     | \$ 120.00              |
| 3 in.                                                       | 45.00                       | 180.00                 |
| 4 in.                                                       | 60.00                       | 240.00                 |
| 6 in.                                                       | 90.00                       | 360.00                 |
| 8 in.                                                       | 120.00                      | 480.00                 |
| 10 in.                                                      | 150.00                      | 600.00                 |
| 20 in.                                                      | 300.00                      | 1,200.00               |

- 6) Fireworks: License fee shall be One Thousand (\$1,000) Dollars. All applications for permits for the public display of fireworks shall be made at least ten (10) days in advance of the date of the display.
- 7) Amusements: License fee shall be One Thousand (\$1,000) Dollars.

#### **I. DOG LICENSING FEES:**

- 1) The annual license fee for dogs as prescribed in Ch. 96, Animals, of the Town of New Windsor Code, in addition to other statutory charges, is hereby set as follows: Local fee: \$5.00
- 2) There shall be a fee of One Hundred Fifty (\$150) Dollars for any dog adopted through the Town of New Windsor. The fee includes rabies vaccination, Bordetella vaccine and distemper vaccine.
- 3) For any dog adopted through the Town of New Windsor, a fee for the actual cost of spaying/neutering shall be charged.
- 4) Redemption fees. No dog will be permitted to be redeemed until the following redemption fees are paid in full:
  - a) Redemption fees for seized and/or impounded dogs:
    - (1) First impoundment: Thirty (\$30.) Dollars for licensed dogs; Fifty (\$50.) for unlicensed dogs.
    - (2) Second impoundment: Forty-Five (\$45.) Dollars for licensed dogs; Sixty-five (\$65.) Dollars for unlicensed dogs.
    - (3) Third impoundment: Sixty (\$60.) Dollars for licensed dogs; Eight (\$80.) Dollars for unlicensed dogs.
  - b) Veterinary Services: Redeemer must provide proof of payment or payment arrangement with veterinary service provider for all costs incurred including, but not limited, to vaccinations required for boarding.

# Town of Newburgh Rate Sheet - Effective Jan 1, 2016

## Water District O & M Rates

|             |                       |                         |
|-------------|-----------------------|-------------------------|
| First Step  | 7500 gallons or less  | \$16.00                 |
| Second Step | Next 10,000           | \$4.40 per 1000 gallons |
| Third Step  | Next 82,500           | \$5.20 per 1000 gallons |
| Fourth Step | All remaining gallons | \$6.20 per 1000 gallons |

## Sewer District O & M Rates

| <u>District #</u>                         | <u>District Name</u> | <u>Per Thousand 1000 Gallons</u> |
|-------------------------------------------|----------------------|----------------------------------|
| 8                                         | Algonquin            | \$4.40                           |
| 1,2,4,16,17,18,24,25,26,28,29,31,32,33,34 | Crossroads           | \$4.60                           |
| 11                                        | Fleetwood            | \$7.20                           |
| 3,6,7,12,13,14,20                         | Gidney               | \$4.80                           |
| 9                                         | Meadow Hill South    | \$4.48                           |
| 10,19                                     | Meadow Hill North    | \$4.20                           |
| 15,23                                     | Nob Hill             | \$5.00                           |
| 22                                        | Route 17K U/A        | \$4.20                           |
| 5                                         | Wintergreen          | \$7.20                           |

## Minimum Sewer O & M Rates

|                  |      |                  |      |
|------------------|------|------------------|------|
| Algonquin        | 8182 | Fleetwood        | 5000 |
| Crossroads       | 7826 | MeadowHill South | 8036 |
| Gidney           | 7500 | Route 17K U/A    | 8571 |
| MeadowHill North | 8571 |                  |      |
| Nob Hill         | 7200 |                  |      |
| Wintergreen      | 5000 |                  |      |

## Sewer Bond 2016

| <u>District</u>            | <u>Name</u>   | <u>per Unit</u> | <u>Based on 50 Units</u> | <u>Per Year</u> |
|----------------------------|---------------|-----------------|--------------------------|-----------------|
| 50                         | Algonquin     | \$0.00          | \$0.00                   | \$0.00          |
| 51,52,58,62,63,64,65,66,67 | Crossroads    | \$0.50          | \$25.00                  | \$100.00        |
| 59                         | Fleetwood     | \$0.50          | \$25.00                  | \$100.00        |
| 53,54,60                   | Gidney        | \$0.00          | \$0.00                   | \$0.00          |
| 56                         | MeadowHill So | \$0.00          | \$0.00                   | \$0.00          |
| 55                         | MeadowHill No | \$0.00          | \$0.00                   | \$0.00          |
| 57                         | Rte 17K U/A   | \$0.10          | \$5.00                   | \$20.00         |
| 61                         | Wintergreen   | \$1.15          | \$57.50                  | \$230.00        |

|                    |                            |
|--------------------|----------------------------|
| Hydrants Per Qt.   | 31.25                      |
| Sprinklers Per Qt. | 25.00 ( 4" size and under) |
|                    | 37.50 ( 6" Size)           |
|                    | 50.00 ( 8" Size)           |
|                    | 75.00 ( 10" Size)          |

Flat Rate for Sewer \$36.00 no water

