

A regular meeting of the City Council of the City of Newburgh was held on Monday, December 11, 2017 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Bishop Woody followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Councilwoman Abrams presiding; Councilman Harvey, Councilwoman Mejia, Councilwoman Rayford - 4

Absent: Councilwoman Angelo, Councilwoman Holmes, Mayor Kennedy - 3

COMMUNICATIONS

Approval of the minutes of the meeting of November 20th and 27, 2017

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Carried

PRESENTATIONS

Proclamation Presenting the "Key to the City of Newburgh, New York" to Lillie Bryant Howard.

The City Council presented the "Key to the City of Newburgh, New York" to Lillie Bryant Howard.



City of Newburgh City Comptroller's Office

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Kathryn Mack
City Comptroller
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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilwoman – Genie Abrams
Councilwoman – Regina Angelo
Councilman – Torrance Harvey
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia
Councilwoman – Hillary Rayford

FROM: Kathryn Mack, City Comptroller

DATE: December 11, 2017

SUBJECT: City of Newburgh Financials – November 2017

Below are the highlights for the City of Newburgh revenue and expense activity for the period of January through November 2017.

General Fund Revenue

Through the month of November 2017, the City of Newburgh collected \$35.2 million (79.28%) compared to the annual revenue budget of \$44.4 million. Of the \$30.2 million collected, \$19.32 million was for Real Property Taxes and PILOT Payments.

The remaining \$15.8 million was a combination of departmental income, fund balance and inter-fund transfers. Tax Collections through October 2017 are comparable to 2016 collections. The total liens for the FY 2017 was 552 properties in comparison to 711 properties in 2016.

Highlights for increased revenue compared to prior year activity:

Non Property Tax Items - \$447k

Sales and Use Tax - \$352k compared to 2016

1st Qtr - \$151k

2nd Qtr - \$95k

3rd Qtr - \$105k

Consumer Utilities - \$95k

Fines/Forfeitures:

Parking Violation Fines are up by \$114k

City Code Violations are up by \$42k

Departmental Income:

Codes – Overall revenue has increased by approximately 123k (net) compared to this time last year. The main increases are a result of:

Building Permits - \$102k

City Code Violations - \$23k

Police "Fees" – Up by \$49k – 160 % of this year's budget. This is primarily due to charging other businesses and Gov't entities for uniform presence and towing charges.

General Fund Expense

Through the month of November, the City of Newburgh expended \$35.9 million.

Overall, Departmental expenses are in-line with the approved budgets, however preliminary analysis of the Police and Overtime are trending too high. We instituted a spending freeze on 9/26/17 to keep the overall expenses within revenue/budget limits.

The Police 2017 overtime expense is above spending levels compared to the activity for the same time in 2016; however, the overall spending is within budget limits through the end of Nov.

	<u>\$ Dollars</u>	<u>Hours</u>
YTD Nov 2016 -	\$1,254,632	21,331
YTD Nov 2017 -	\$1,369,578	23,429

Variance - +\$114,946 increase over PY 2016 by 9.16%

+2,098 hours increase over PY 2016 increase by 8.9%

Enterprise Fund Revenue

Through the month of November 2017, the Enterprise Funds (Water, Sewer and Sanitation) generated \$12.6m in revenue.

Revenue Billing for Water and Sewer 1st-3rd qtr. (Jan-Sep) was \$7.8m of the \$10.2m or approx. 76.60%, which is in line with the budgets set forth for 2017.

Sanitation 2017 billing totaled \$3,000,815 of the \$3 m or 1% higher than the budgets set forth for 2017.

Enterprise Fund Expense

Through the month of November 2017, Enterprise Funds expended \$11m-71.65%, which excludes \$1.84m in Catskill Water bills as well as \$95k in additional PFOS expenditures. Overall Enterprise department expenses are in-line with the approved budgets.

Trust and Agency Accounts

- **Misc. Donations**
 - CAC (former Shade Tree)-\$1,371
 - Landlord Registry - \$322,899
- **Police**
 - Police Evidence - \$80,494
 - Federal Seizure - \$54,801
 - State Seizure - \$28,806
 - Police Bicycle - \$552
 - Police Donations - \$187
 - Auxiliary Police - \$2,035
- **Celebrations**
 - Puerto Rican Day - \$80
 - International Festival -\$9,036
 - Fireworks - \$2,635
 - Memorial Day - \$91
- **Other**
 - Vacant Bond Registry - \$600,000
 - City Youth –Programs and Events -\$2,500
 - Fencing for City Owned Properties - \$2,500
 - Civil War Monument - \$25,000

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Comptroller's Department Updates

Finance

- **BIDs/RFPs/RFQs:**
 - **Currently under Review**
 - Alcohol and Drug Testing Services
 - **Current RFPs work in progress**
 - Real Estate - Brokerage Services
 - 109 S. William Street
 - Water Department Chemicals and Materials

Assessor's Office

- None at this time

Tax Collector's Office

- None at this time

Information Systems

- Expansion Camera Project- Update:
 - CIA has mounted 99% of all conduit and Camera holding equipment to poles
 - Central Hudson is currently completing power taps to equipment
 - CIA is scheduled to test and configure cameras for installation on Friday.
 - Only one concrete pole still requires replacement – Central Hudson is paying for the replacement and working to figure out logistics of shipping and installation. This will affect one camera.
 - We are still on schedule for project completion by year-end.

**CITY OF NEWBURGH
CURRENT CAPITAL PROJECTS
Update as of 12-11-2017**

[illegible]

Project funding source was moved from 2016 DAN to EHC Project BUDG DAN was paid down for principal amounts in 2017.

CITY OF NEWBURGH
CURRENT CAPITAL PROJECTS
Updated as of 12-11-2017

[illegible]

A Public Hearing will be held at the Monday, Dec. 11, 2017 City Council Meeting to hear public comment concerning the City of Newburgh Restore New York Grant Application to support the Redevelopment of the Dutch Reformed Church and the City Club by Alembic Community Development

City Manager, Michael Ciaravino made comments relating to the public hearing and its subject matter. The Restore New York Funding is available annually for projects involving a demolition, deconstruction rehabilitation and/or reconstruction of vacant, abandoned, condemned or surplus properties. An applicant for this Grant must first be initiated by a municipality and then be able to demonstrate an ability to provide at least a ten percent match. We are also required to hold a Public Hearing to discuss the application and the property assessment list. The City of Newburgh identified two major projects to request funding for; the Dutch Reformed Church Project and the Masonic Hall YMCA American Legion Project. SUNY Orange ultimately declined to apply this year for the Masonic Hall YMCA American Legion portion of the project but we hope to be well positioned to apply for these monies next year. The Dutch Reformed Church Project for the Restore New York Grant consists of funding for emergency stabilization work and roof repairs as detailed in the March 3, 2017 Roof Framing Structural Evaluation up to the maximum allowed per square foot under grant guidelines which is \$845,450.00. His concern is that if we have a heavy winter the roof structure could cave in so we are trying to preserve this world historic landmark with the tools, resources and opportunities available to us. The ten percent match will come from two existing New York State Parks and Recreation Preservation Grants which were previously dedicated to the Dutch Reformed Church. He understands that a lot of this money has been languishing for lack of management for quite some time so we are working as hard as we can so that the Dutch Reformed Church does not cave in on our watch. We believe that if it is ultimately restored, while this money is only to address the stabilization aspect of the structure and the roof area, we could have a landmark that could be a tremendous tourism draw. There are a lot of strong opinions on all sides but at the end of the day he does not want to see the Dutch Reformed Church cave in. In a moment of frustration he asked for an RFP to see what it will cost to demolish and remove the Church. He understands this Church has been sitting and deteriorating for a very long time before he began in 2014 and this is, in his opinion, the best opportunity to move forward. We may hear other ideas on how this repair work can move forward as well as other development ideas from the community so he asked everyone to have an open mind and respect all opinions.

Councilwoman Abrams opened a public hearing that was advertised for this meeting to hear comment concerning the City of Newburgh Restore New York Grant Application to support the redevelopment of the Dutch Reformed Church and the City Club by Alembic Community Development.

Stuart Sachs, 28 Lander Street asked why a for-profit corporation with no mission nor

experience with National Historic Monuments would undertake a restoration of this Monument when there is no realistic possibility of making a profit on that. What could the City give away that would have sufficient value that they could throw in such a project fifteen to twenty million dollars as an add on? These two projects; the development of Montgomery Place and the Dutch Reformed Church restoration are so dramatically different that combining the two as a single project with a single developer begs the question. For the Dutch Reformed Church, a contractor with experience with listed properties should be an absolute prerequisite. To toss this gem in the rough to a developer without any concept of a final use is a fool's errand and is asking for trouble. He suggested that separating these two projects might insure they can both be done properly and to their best ends. For the Dutch Reformed Church, this Grant looks good. The City, given our economic distress, could apply for the full five million dollars and he suggested they do that without any connection to Alembic and then work with the talented stakeholders to help raise the match. Perhaps we could also involve the Land Bank. Five million dollars would provide enough funds to stabilize the structure sufficiently to allow performers and audiences to inhabit without fear of collapse. This would complete the roof structure upgrade, roof membrane including fireproof under-deck, cornice and entablature replacement, column tip replacement, gallery deck structural repair and upgrade, sanctuary floor repair and upgrade, removal or remaining unstable ceiling and debris, lead abatement, asbestos abatement, north foundation repair and window box repair. This would be rough space relying on facilities in the Library but it would be stable and accessible. For Montgomery Place this may be a find developer but they must be clear that the City of Newburgh must receive tax revenue in some form from this development. The community clearly gets it; there must be no more lay-offs and no more crazy tax increases. We need a better City with better parks, police, fire and sanitation services. We need more from our government not less and this can only be done if Montgomery Place is market rate and pays taxes. The developer claims Banks are unwilling to invest so he suggested what many of us have done ourselves; invest our own money and then go back to a Bank and ask again. He is willing to put his money where his mouth is by offering to invest as a shareholder in that project and he challenged others to do the same *with* the proviso that it is market rate. Surely if we can raise \$100,000.00 or more of community money, that would change the math for the Bank and you then go back to them as a leader of a community project with many stakeholders and many backers. Think outside the box and maybe we can get this done together.

Bill Fioravanti, City of Newburgh, said he is the Director of Business Attraction with the Orange County Partnership and he has been working with the City's Planning and Development Department trying to bring new business to the City of Newburgh. His focus is on bringing in new business and he understands and appreciates the importance of quality affordable housing but not for that hillside. That hillside is our crown jewel and he thinks we all understand that. It is our opportunity to bring in much needed revenue because this City is broke. He commended the Council on passing the Budget and trying to keep taxes stabilized but look what they had to sacrifice with firemen and other important services. We need revenue in the City and that is our opportunity so we can't pass that by. He understands the betrayal of Urban Renewal and what happened in the late 60's and 70's that ended up scattering families that were living there which led to racial tension and all sorts of problems that we still see today. He believes we have to right that wrong but putting low income housing there will not help. He hopes they put some places there that people will come and pay top dollar for to help make us whole and bring

in some real revenue so we can do what we need to do to heal the City. If we lose that opportunity, we will hurt ourselves again and repeat the same history. He asked the Council to take it slowly because we still need to understand more information. We need to be very careful about this.

Rich Fracasse with Cassandra Davis, City of Newburgh said he is a musician and a local business owner and many of the Council members are his friends. The majority of the people here tonight are here because we love this place and are afraid of what is going to happen with that lot. We are afraid we are going to lose a million dollars a year in tax revenue that could keep those twelve firemen here and give these cops the money they deserve for working in the most dangerous City in the United States. Parts of this building, City Hall, are structurally unsafe and three quarters of the building we attended a meeting in on Thursday can't be used because the heating system doesn't work. We have two bridges here that you can't cross and fifty residents lost their homes recently because they couldn't afford to pay the taxes here. If we found the right developer, that property will generate more taxable income so they are asking the Council to not do this grant yet. They think they might be able to get enough money to rebuild the Dutch Reformed Church and have an Art Center or something like that.

Michael Esposito, Orange Packaging, said that his business has supported the City of Newburgh for sixty eight years. His family grew up in the City of Newburgh and he has worked here his whole life. They employ about two hundred people who live and reside in the City of Newburgh and their taxes have increased thirty two percent over the last six years. Orange Packaging is a family business with one of the best employee retention rates around. Key personnel has been with them for over twenty years and when the recession hit they were at one of their worst points in their sixty year history. Instead of laying anyone off they decided as a family to stop paying themselves so their employees did not have to suffer. Along with hard work, sleepless nights and belief in their company they came out of the recession stronger than ever. They are not all about the bottom line but in keeping the company healthy. We need the City of Newburgh leadership to focus on getting the City healthy again by bringing in new tax revenue at every opportunity possible. Relying on raising the taxes on existing companies that helped the City survive is no longer an option. If this trend continues, they will have no other option than to look for other business friendly cities. If Orange Packing decides to leave please keep in mind that they contribute four million dollars of payroll that will leave with them. This is the last thing they want to do because they love this City and they have a huge history here. He is a very busy businessman and he would love to be more involved in the community but he has a business to run. He would love to see that everyone is focusing on bringing in new business and not raising the taxes of citizens and the businesses that have been here forever. Tax the new businesses that come in.

Christine Amato, Grand Street, reiterated what has been said so far. It's hard not to love Newburgh with its unparalleled historic resources, gorgeous views of the Hudson River, a pioneering business community and really dedicated citizens. It can be a challenge to live here and be a business owner with the taxes. A house recently sold in the historic district on Montgomery Street for \$300,000.00 and the taxes will be \$27,000.00 a year. If you do the math, that is \$2,250.00 a month just to pay for the property taxes. If you have to get a Mortgage, that would be about another \$1,200.00 and homeowner's insurance would be about another \$800.00 to \$1,000.00 a year. To get this mortgage your living expenses can't

be more than thirty percent of your entire income so your income would have to be \$300,000.00. We have a real effort to support affordable housing which everyone wants but we don't need to build any more. We need to make what is here already affordable. As others have said, we potentially have a million dollars' worth of tax ratables in that parcel and it is one of the more shovel ready more developable parcels on the waterfront right now so it is a really important piece and we need the taxes from it. We keep hearing that the developer is good and we are lucky to have them but we want to be the gem that we are which is why we are investing our hard earned money to make it wonderful. Just across the river in Beacon they have world class developers who expect the moon and the stars and they are pulling themselves together so we shouldn't expect any less. The biggest concern of this City is taxes and tax ratables. We pay a lot of money in taxes to live here and we need firemen and policemen because we want to be safe. As a City, we need to do our absolute best with that parcel.

Drew Kartiganer, 30 Meadow Street, said that Alembic gets to take site control of the Dutch Reformed Church, the City Club and 3 Montgomery Street for a cost of \$500.00. That is the way the proposal is written. They need a ten percent match to get the \$895,000.00 and you are counting on \$100,000.00 from prior Grants to pay that match so you are going to tie up those three projects for \$500.00 with someone who is basically an affordable housing developer. In their proposal, they put in a resume listing fifteen properties they have done and every one of them is affordable or subsidized housing and affordable housing will come with a PILOT. You can't raise the taxes anymore. Taxes in the Budget is the number one concern of the Council and if you don't get that right you start losing people. He read the following quotes: "*Beware of Greeks Bearing Gifts*". The Council should give this six months and get through it in a way that they know what is going on because right now no one knows what's going on. "*The Road To Hell Is Paved With Good Intentions*". Everyone who pays taxes here in Newburgh feels this is a tax hell. If you put a building up on 3 Montgomery Street that is not doing its fair share in paying taxes then everybody's taxes are going up and it becomes a version of tax hell. That Bluff is worth four to ten million dollars in tax revenue every year so we won't have to layoff firemen and we will have the police. Everyone wants to save the Dutch Reformed Church but we first have to save the City of Newburgh.

Jill Rowe, Newburgh Art and Industry Action said they moved here three years ago. She found wonderful collaborators in SUNY Orange and our legendary Art Foundry Polich Tallix. She also did an RFP in conjunction with a local developer, the Carnie Group, in the Hudson valley. They put together a proposal in six weeks and she read some of that aloud to the audience members. She noted that they offered \$300,000.00 for the land with full funding and five letters of support and she believes that Alembic offered \$300.00.

Melanie and Jerrod Lang, owners of Blacc Vanilla, said that they live in the Town with three kids and they bought a building here in the City of Newburgh because her husband wanted to come back to the neighborhood he grew up in to start a business and she believed in his dream. There were days when they didn't know if they could pay the light bill or have enough food but they both worked two and three jobs to pay the mortgages and they opened their business which is doing great. The taxes on that building, however, are more than the mortgage on that building and it is killing them so in order for them to continue doing the work they are doing in that neighborhood they have to be able to afford it and they can't right now. There are amazing smart people here so let's all work

together. They are both all for affordable housing but not there because that is the City's most valuable asset. They are asking the Council to press pause to take a better look at this and come up with a better plan.

Bill Conye, Town of Newburgh, said we are all talking about money and taxes and why this matters to all of the citizens here. Businesses can't make money if the taxes are too high and homeowners can't keep their homes. The taxes affect everyone at every level and it rips through the community. The one thing that is clear is that property taxes as high as ours erode all economic growth and job creation. Why don't we have jobs? Why are the taxes so high? How do we compare? Beacon has done incredibly well. When you look at Poughkeepsie, Port Jervis, Beacon, Kingston and Newburgh we are dead last. If you own a \$200,000.00 home in Newburgh, you are paying \$10,200.00 a year in property and school taxes. For the same house in Beacon you are paying \$5,800.00. If you have a \$300,000.00 multi-family house in Beacon, the taxes are \$11,500.00 a year and in Newburgh they are \$17,000.00. You can't keep spending more money when there is no money coming in. He applauded the Council for all of their hard work to keep the revenue and expense lines even this year but we have limited properties that can create high tax revenue. We have to lower the taxes by raising revenue and getting the highest and best use out of that property and we need to maximize our parking revenue. When you look at the total assessed value of all of the properties in Newburgh, only about 40% are actually paying taxes. There is 39% of assessed value in Newburgh where the large anchor institutions pay zero in taxes. This is not unlike other cities but they have gone to these groups and asked them to get more involved with the community, help create programs and jobs and purchase goods and services from the city that they live in. Let's all come together and work on this.

Michael Gabor, City of Newburgh, said we are talking about this development but we are not respecting the process that has gone on so far so he would like to give some credit to the work that has gone into this. He feels that the Alembic thing should be separated from this. We have a new Council coming in so we should put off that part of the decision because the discussion now needs to be about stabilizing this building as quickly as possible. Regarding Alembic we all have gotten the point and it's clear the public wants more of a voice in the process. There have been several public hearings and we all had access to those meetings but we are now at a point where we are all being informed of the seriousness of the situation. Right now we need to focus on this Grant to stabilize the Dutch Reformed Church and discuss the rest later.

Councilman Harvey asked Deirdre Glenn and the City Manager, Michael Ciaravino to give the public a rationale as to why the Dutch Reformed Church was coupled with the two other development projects with this developer. Why wasn't it separated?

Deirdre Glenn, Planning and Development Director responded that they can separate them out and that is the easiest thing to answer. Only municipalities can apply for the Grant so the City of Newburgh is applying for it with help from Alembic with writing it. They will pay the application fee but the Grant will come to the City of Newburgh and the City of Newburgh will hold the Grant. The City of Newburgh also holds two SHIPPO Grants from 2004 and 2009 and they are willing to release them to us as a match to this Grant. As for the whole project, we have just begun the hearings and maybe she made an error by having the first open meeting combined with the Distressed Property Meeting

because that wasn't the format we intended to go public with. We had two meetings on Wednesday and we have a long way to go in deciding what will be built and what the tax structure is for what's being built on that first redeveloped urban renewal land at the top of the hill. It will be the first property being redeveloped of the urban renewal land so we are in discussion about that and there is much more that has to come.

Councilman Harvey said he still didn't get the answer to why the repair of the Dutch Reformed Church and Grant application was coupled with the two other parcels that are at contention right now? Why were they put together as a package?

Ms. Glenn responded because nothing has worked for the past forty years on the Dutch Reformed Church or that triangle of land. Because we have a City Historian who has written often about the Campus between the Dutch Reformed Church, the City Club, the Courthouse and SUNY Orange and because they go together. Because we had Leyland return 2 Montgomery Street and they had been the holder since 2007. They tried to develop it and they couldn't so they gave it back to the City just last year. We were hoping that property would make the income to restore and maintain a Civic Center which is why they were all combined. We have yet to put a number on it but there will be tax ratables. The Grant is totally separate and the Grant deadline is this week.

Michel Acevedo, 73 Carpenter Avenue, said that he has been in business here for over forty years and he has seen the City of Newburgh go three steps forward and two steps back.

It is time for us to move forward and continue moving forward by doing exactly what Beacon has been doing. Do what is best for the City and the taxpayers.

Omari Shakur, City of Newburgh, said that we got here when the City gave our Waterfront away so we need to see how we can get it back. That is how we got here with the taxes and City Council people not making the right decision. We have to concentrate on what's best for the City of Newburgh by communicating and learning what we need to do. This is not set in stone so we have to listen to both sides to see if we can work this out.

Anthony Grice, 21 Flemming Drive said he was a Grant writer for the School District and he is a Grant facilitator now so when it comes to writing Grants and implementing them, he gets it. He doesn't think that 2 Montgomery Street is the right type of property for low income housing. He feels that is the wrong way to go on this project because if we open that up it will be opened up to all of New York State so it won't be just our residents benefitting from that. It will also impede other types of businesses from coming to that type of area so he asked that they seriously consider what we are doing with that property. He understands the Dutch Reformed Church needs to be rebuilt in some kind of way. He is a fan of Stuart's idea and he plans on donating his funds to his plan because he knows what he is talking about when it comes to the Dutch Reformed Church being that he was on that Committee.

Shelly Murphy, City of Newburgh, said that the Church has been there forever and we are so focused on the Church but haven't told the community what is going on. How will this benefit the community? Taxes are going up so why are we so focused on the Church when our sidewalks and roads are messed up and our buildings are abandoned? How will this benefit the taxpayers? Will outsiders be coming in to benefit from this?

Councilman Harvey said it will be affordable housing.

Ms. Murphy said affordable housing is not affordable for people on low income. They need to stop saying affordable housing because it is not Section 8 or Social Services. Affordable housing in Orange County is a minimum of \$35,000.00 a year and it is not concerning your income. We need to stop saying affordable housing because it is not for low income people in the City of Newburgh. Who will benefit from this? Our City is a mess. If you look at Beacon, Poughkeepsie, Kingston and Middletown they are all doing well but the City of Newburgh is a disgrace. She told the Council to get it together and do what you have to do because she is back and nothing is going to get past her.

Kippy Boyle, Grand Street said she is hearing let's put the brakes on and there is a lot of confusion here. The ten year period is starting when the City has to review its Master Plan which will be starting shortly. Under what is happening currently we don't have a cohesive plan for our Waterfront area or a true vision for developers to meet. To develop a cohesive Master Plan for the Waterfront that will be successful we also need a Master Parking Plan. We already see that our Waterfront is being chopped up into parking lots so we have major visionary issues that we haven't come to terms with yet. Put the brakes on and let the new Council come in and separate it all to figure out a proper process and maybe not do anything for six months until the Master Plan has been amended.

Deirdre Glenn reminded the Council that the Grant has nothing to do with 2 Montgomery Street. It is a Grant for the stabilization of the Dutch Reformed Church.

Kevandaryn Lujan, Legislator Elect for District 4 said many people are frustrated with this project. To some it seems like there are too many similarities between this project and the Mid-Broadway Project and he shares the same concerns. We have broken streets and we can't afford our policemen and firemen. He knows they have to make really tough decisions but the taxes are going through the roof here and people are losing their homes. There are no jobs here and there is no training or education for our community. Taking care of our community should be our biggest priority and this project doesn't feel like it's doing that. He was happy to hear Stuart say that he is willing to give money and he said that he is willing to give also. We want to build a community and we don't always have to depend on big corporations to do that. Let's look at how we can fix what is broken and find the Grants to fix them.

Mike Kelly, Marne Avenue noted that Alenbic helped write that Grant and paid the fee so they must be expecting something in return. Wouldn't it be better to hire a full-time Grant Writer?

Giovanni Paladino, said he was the Architect on the Committee and one of the members that did not vote for or support this project. He asked for his name to be removed from the Committee because he didn't believe that what they were doing was correct. He Chaired the Committee for The Dutch Reformed Church along with Stuart Sachs and they tried to protect it. For years they tried to get the City involved with protecting this Church and the ceiling collapsed on his watch. We had money from the State but couldn't raise the Grant so he thinks the \$800,000.00 plus dollars that they are asking for is not enough. He thinks the State is willing to give the City a lot more and if you separate this project from the development project then more people will get involved because there is finally attention

being paid to this World Monument Site. We have to have support for leadership and it is going to take money. Downing and Vaux wanted an Architectural School in Newburgh to teach our youth some of these professional services and what better place to do it than there at the Dutch Reformed Church. We have Orange County Community College that has an Architectural Program so why don't we talk to them and get them involved with the Church? He added that he used to work for Leyland and he administered the planning and architectural process of the Charrette but unfortunately that didn't work out. There was a statement made that this isn't the last piece but it is the last piece and until the City understands that there is a major infrastructure problem down there, the other parcels cannot be developed. Until the sewer issues are repaired development cannot and will not happen. Under that beautiful green space is old foundations of the buildings that were torn down and never removed and that is considered an environmental issue. That site is not clean and no one is talking about these things. There is a very detailed parking plan analysis that was done and how to solve it. One plan was to take some of the waterfront property and create parking structures which would be charged for then take some of the other empty lands and get rid of the surface parking areas to create additional space. People would then pay to park there. The other has to do with taxes that the residents here in the City of Newburgh can't afford.

Rob and Sharon McLymore, City of Newburgh said that he has been here for forty-one years and he and his wife have raised four children here because he loves his City. He is a Detective Sergeant and they are a one income household. He can retire in two years but he doesn't want to struggle to pay the taxes when he retires. We have a lot of business and home owners here and if the taxes increase it is going to be a challenge for each and every one of us. He loves helping people every day but if he can't help himself then he is in the same position as them. He doesn't want to see businesses close and for anyone who has a vision or plan to make the City better we don't want to lose the momentum of what we have now. He doesn't want to be a homeless Police Officer or Pastor but if taxes keep going up then many people's lives will be in jeopardy and whose fault will that be?

Fred Visconti said he has owned a business here in Newburgh for about forty years now. He recently purchased adjacent land behind his building and the taxes for that lot are about \$9,000.00 a year. They did an analysis on what it would cost to build a twelve thousand square foot building there and determined it would cost about \$95,000.00 to \$100,000.00 a year. He also believes they should separate the Grant and he admires the fact that the Council is trying to balance the Budget and do the best they can for the City of Newburgh. He added that he has another School Bus business in the Town of New Windsor and many of those employees are afraid to come to the City of Newburgh so we need to clean up our act and come together. We pay a lot of taxes and we all want a better place to live.

Tom Roberts, 3 Central Avenue moved here because of the diversity seventeen years ago. He is now retired and is getting to a point where he won't be able to afford their home. He asked the Council to understand where everyone is coming from here.

Russ Vernon, 302 North Water Street said that he was brought here by Bill Kaplan about seven years ago. He has spent six years shaking hands with our youth and teaching them coding, nursing, engineering, math, chess, acting and how to be great young citizens. We are one community, one people so there is no need for hatred, bigotry or racism but we have to be smart and work together. We should get every Grant dollar that we can get.

He asked Senator Larkin about this Grant and was told that the City didn't even ask him for a letter of support. There is no man in our area that can and will do more for this City than our State Senator. We are not going after the resources that are available so he is thrilled to hear that this Grant is not tied to any development and it's separate. Mr. Paladino told him that to really fix this Church we will need ten to fifteen million dollars so this \$800,000.00 is a temporary fix to stabilize the building. There is money out there to do that and the City Council has heard loud and clear that the people here want the Council to be smart with how we go about it.

James Holland, Grand Street agrees with much of what was said tonight and sees great things happening. It worries him to hear about projects like this which will be a tax burden on the people here. He loves the Dutch Reformed Church but doesn't understand if this developer is tied to it. If they are tied to it, he doesn't want it but if they are not tied to it, then he is all for it. He wants to understand what is being voted on.

Lillie Howard, City of Newburgh said she was born and raised here and finds herself troubled about this development. Her concern is that Newburgh is not being marketed properly because Newburgh has highway, airway, roads and water so something is wrong here. Businesses would love to come to a place where they could have access to all of that transportation. She worked for the Newburgh Housing Authority and they had four housing project but Bourne and Kenney were sold. That was two hundred apartments that was for low income people that were sold. Now we talk about no jobs and how poverty breeds crime so what are we going to do? We have to move forward and sit together to come up with some sensible ideas to market our City that could be a jewel in New York State. We are all human beings so let's join hands and start working together to turn the City into the jewel that it can become.

There being no further comments this public hearing was closed.

Deirdre Glenn, Planning and Development Director reminded everyone that there is no Developers Agreement yet which will have to come before the Council. The Grant deadline is this week and it will be three or four months before we even know if we are awarded it. By then we will have a working arrangement that is acceptable to the public and the Council so she encouraged the City to apply for the Grant. Saving the Dutch Reformed Church has been in the works for a long time now and the City of Newburgh has not been able to do it alone.

Councilwoman Abrams said they can try to save the Dutch Reformed Church without greenlighting the proposal by Alembic. Just because they paid the fee we shouldn't feel that we are tied to them.

COUNCIL COMMENTS ON THE PUBLIC HEARING

Councilman Harvey said that people think this proposal came from the City Council but it did not. People don't know and understand what we do as legislators versus what the executives do in the executive branch. He said they worked very hard on this trying to move this City forward even if they don't agree. This public comment was very fruitful, important and significant and they want to hear from the public so they as a City Council can make informed decisions which is the process.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Stuart Sachs, City of Newburgh said in regard to the Public Hearing that he recommends the word "*Alembic*" be removed and replaced with "*The City of Newburgh*". He further suggest that the City of Newburgh pay the \$500.00 Grant fee so there is no question as to who owns the Grant.

Councilman Harvey said he is going to make a motion to table this resolution until the Council has an opportunity to hear more from the public and so that the Executive Branch who brought forward this proposal will have an opportunity to separate the Dutch Reformed Church and the application for that Grant and those two properties. It was put together to be served as a package because the developer mentioned wrote this Grant application so they are connected. He believes that ratables need to be included in what we do moving forward for this City to help lower our taxes. He fought at the last City Council meeting to keep taxes down along with our Comptroller and he wishes everyone that is here tonight had come out for that meeting. There are debating issues here when we talk about creating ratables but the argument on the other side is that we don't want big corporations here because we are known for our small business owners. When you talk about bringing taxes down you can't just depend on the small businesses so you have to attract larger businesses to help bring these taxes down. When you talk about affordable housing, we have to consider it for this community because we don't want the people who have been here for generations to be priced out either so we have to create a balance between affordable housing and ratables. Lastly, when we talk about the debate on taxes in our retired and elderly community that was another big issue he personally brought up on the Budget. He is fully aware from our elderly and retired community that they cannot afford the taxes on their homes any longer.

Christine Amato, City of Newburgh said she found out that once you take money from this Restore New York you cannot reapply. They were told that \$800,000.00 was very minimal for this Grant and their application is basically around Newburgh. Even with a lame application we could get three million dollars and if we had someone like Senator Larkin on our side, we could get five to eight million dollars easily from this Grant. She knows that we want to get this \$800,000.00 but we could very easily unbundle the two parcels and fully or mostly restore the Dutch Reformed Church just with this Grant.

Councilwoman Abrams noted that she believes the deadline for applying is this week.

Ms. Amato continued that once you take this Grant this year you can't go back next year to take it again. If you wait until next year to apply, then we could potentially restore the entire Dutch Reformed Church without bundling this and making it an issue. We could deal with 2 Montgomery Street on its own merits.

Councilman Harvey asked if we will lose the Dutch Reformed Church if we wait another year.

Alexandra Church, City Planner said that the Grant amount is based on the square footage of the program that you are entering into. There is a second project on there that has three properties which could qualify for more money by adding their square footage and the level of restoration that needs to be done. For the Dutch Reformed Church, as a building with the square footage it has, we are asking for the maximum amount.

Deirdre Glenn added that they were talking with SUNY Orange but they weren't ready for the three buildings here so they want to go next year. They promise that they will be ready for the restoration of the three Orange County owned buildings next year and the City can only apply for one Grant per year but there are many other sources for funds available.

Ms. Amato continued that they heard as well that there are a lot of sources of funds potentially available for this building and she is not the Grant Writer but she was told by an official source that we could have applied for more money. As for the Dutch Reformed Church, they were also told that yes the roof is at risk and to repair it would be about \$400,000.00 but the whole building, once the roof is repaired, could last another ten years. If necessary, there are sources available to fix the roof and stabilize the building so we can then reapply for the Grant next year.

Rich Fracasse, City of Newburgh said they were told that if the City Council got together and talked with some specific people then they would probably provide the Grant to fix the roof. They were also told that we went as far as the Governor's Office for this and we sat with the people who give these Grants out and were told that there is a lot more money available for that. Has anyone read the Engineer's Report about that building? We have Architects and Engineers that read it and he read it himself and it says that the structure is not in danger of collapse but it is in need of repair. What has collapsed is the interior façade, which takes a lot of extra stress off of that roof. It needs to be repaired and he bets that we could leave it alone for a little while, put this aside and try to get the money we need.

Anthony Grice, City of Newburgh said that if this Grant is due then we have to apply for it. We can't just wait for another one. He noted that he is a great Grant Writer and he offered his services free of charge.

Sheila Murphy, City of Newburgh said they always skip the resolutions and asked if they could explain Resolutions, #335, #337, #340, #341, #347, #348 and #351 before we leave tonight.

Councilwoman Abrams said that as they get to them they will explain them.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Harvey reiterated that there are excellent points on all sides and all arguments. When the Resolution comes up he will make a motion to table the vote on the Grant and he is a big supporter of the restoration of the Dutch Reformed Church. After hearing from the public he believes that these projects need to be separated and on their own. That is why he asked Deidre Glenn, Planning and Development Director, to give us the rationale as to why they were coupled and presented to the Council as a package. He feels it was packaged intentionally so it needs to be tabled so we can revisit them separately. He thanked everyone for coming out tonight and said that if we had this kind of energy and presence at every meeting we could get things done. We need ratables and we all agree that we need to bring these taxes down. The City Manager and the Executive Branch worked diligently with the Comptroller to stabilize taxes in certain areas and decrease the taxes on homesteaders. He is the loudest about our retired and elderly not being able to afford the taxes for homes they have owned and lived in for fifty years. In 2008, we had the worst housing and economic crisis in America since the Great Depression. The Council at that time got together in Executive Session and did a Resolution to change the formula on how your property assessments and tax assessments would be calculated and that is the reason why he ran for the City Council. This is a very passionate topic for him. When we talk about the nucleus to the problem and what is wrong with Newburgh, crime is at the center of it but the crime is going down and we are turning a corner. That's why businesses are reluctant to come to the City just like Mr. Visconti's employees. When people compare us to Beacon and Poughkeepsie they have a Metro North commuter train line. After we look at crime as the nucleus we have to look at transportation and if we can figure out how to create a spur in the City, then we can create a commuter line coming to the City of Newburgh directly and you will see the City turn around. Transportation is a major element so we have to look at transportation also.

Councilwoman Mejia is glad that there is finally a topic that grabs everyone's attention. For the past decade we could not get more than ten lost cats together to discuss the Dutch Reformed Church so she is glad to see an army of people giving their opinion about it. She feels that a lot of people have not shown up to the meetings that we have been having on this yet and anyone who is advocating against this application is supporting the demolition of the Dutch Reformed Church by neglect. There is an opportunity here that if we do not follow we will miss out on and it will be demolition by neglect. That is her opinion as an elected voice in Ward 1 where this entity resides. There is a purpose why these were bundled the way that they were so it was not done by accident. It was done on purpose to be able to fulfill the needs we need to have. She needs to understand how an entity buys property, which is prime real estate on our Waterfront, for over five million dollars and then resells it at a loss for three million dollars. She needs to understand how our most prized possession, which is a stone's throw away from the water, cannot be developed. How is the rest of the Waterfront going to be developed? For tonight we are applying for

this Grant for the Dutch Reformed Church and she wants everyone to understand that we will be doing demolition by neglect if we do not apply for this. In every type of discussion we have about this City, we need to make sure that the development that takes place is responsible, has a rationale and it is socially economic development that takes place. She will not be part of a community that sequesters one income in one area and another in another area. Define what affordable housing is. In all of her conversations she has been saying that you have to say what the AMI is. The RUPCO Project is from thirty to eighty percent AMI so she doesn't want to hear affordable housing. We are having current discussion on this project with Alembic so give here the range of what is supportive housing. Is it a thirty percent range? Is it up to eighty percent? Are we going above one hundred and eighty percent AMI? Define affordable housing so we are all on the same page about it. Some people are saying, *"Just not there"* for affordable housing. Why not there? These are our properties that were taken and people were displaced so we have some social responsibility attached to it. That is her opinion. Can there be a middle ground? Yes. She hears loud and clear about the taxes and said that she is a taxpayer too. This is where we have the debates. *"I am at your service for the next four years and if you don't like the way I vote, don't vote me in next time"*. For now this is what she has and she is willing to stand by what and who she represents because we need to have a community that is diverse in income and race. *"You always know what you get with me"*. If we vote this resolution down for the proposal, we are doing demolition. In regard to the Human Rights Commission, we had a great event the other day where housing was at the heart of the conversation.

Councilwoman Rayford thanked everyone for coming out tonight and wishes most of the people would have stayed to hear the rest of the Council. For this resolution tonight she is going to second the motion to table it. She loves to see Newburgh here speaking because when we come together we can redeem our own City. We don't need other people who don't live here and don't pay taxes. We don't need them to fix our City because we can do it ourselves. We are smart and we can put our minds and resources together to build our own City. When we talk about neglect, she has been on the Council for two years now and she has seen the neglect on the taxpayers. If you watch and come to these meetings, you will see what we are up against. The job of the City Council would be easy if it were not always a fight or the research was done. She is going to stand up for the taxpayers, homeowners, renters and businesses. During the two years she has been on the Council there have been many job creations and more dollars are going towards salaries. Who is doing what in their jobs? Our taxes are up and our Fire Department is almost two million dollars in overtime but they don't have a timeclock to punch so who is held accountable? How do we know they are needed and if the job is getting done? Why are the ones on top with seniority getting the overtime so we are spending more money to pay their salaries. Who is managing who? We need the department heads to live in Newburgh so they can see what we are up against. Our water is contaminated and has been for years but we, the homeowners, are paying for that water. The ones who work here don't pay taxes and they don't have to drink our water because they leave. We don't really have the support that we need from the City residents, homeowners and business owners so she is glad everyone came to speak tonight. We are hearing everyone but who is managing our City because it is chaotic right now. If they care about the water we drink then move here, pay taxes and drink the water that is still contaminated. We have to pay more for our water and nothing is fixed. She is going to see Senator Larkin or his son tomorrow because something needs to be done with our City. She is upset because she has been on the Council two years and

it seems like it is a game to some. She hopes the new incoming members do the right thing for the community because we need you. She lost two homes due to taxes because her tenants couldn't afford the rents. She almost lost the home she lives in now and had to go on a payment plan which they paid on time and satisfied. When she got on the Council, she was told by the City Manager that they couldn't find her IPA payment so last Christmas time she and her husband had to come up with \$4,000.00 to pay what they already paid in 2011. Who is managing our City and where is that money? Stop playing games because whatever is underneath the carpet is going to come out. Many people don't talk but she will tell the truth when she knows the truth. They say the nucleus of our problem is crime and we don't have a Police Chief because every time they hit that salary they want to retire. We had two candidates for the Police Chief and one was top score on the test but for some reason he didn't get the job. He was willing to live in Newburgh and pay the taxes too so what is going on? She sees a lot of games being played and it is our City Manager who is playing games with the people. He brought this water situation out when his contract was ending but he knew about it before she got here. When she started on the Council the first thing she asked about was the quality of our water so you have to come to the meetings to see what is going on. She will be tabling along with Councilman Harvey and she is not going to hide anything. She was elected to be a voice, eyes and ears of the people and she doesn't play favoritism. She is not against anyone but she is against what is wrong.

Councilwoman Abrams feels they got their marching orders to separate the vote on the Projects Grant. They heard from a lot of people tonight with a lot of talent in this City who are willing to work with staff to help come up with a better idea for a project. It sounds like we could do better but we can't satisfy everyone. We need to have that Church roof fixed so she will vote to have the proposal changed to be more favorable for our City.

There being no further comments this portion of the meeting was closed.

CITYMANAGER'S REPORT

City Manager Update

City Manager, Michael Ciaravino said in regard to the water that last Thursday he, the City Engineer and Water Superintendent went to a meeting with the DEC and the DOH in Albany and there was discussion about possibly attending this evening's meeting to announce their intention to go back to Washington Lake water once all their tests came back. We asked them to delay that until the beginning of next year because we want to make certain the community has adequate notice to be in attendance. He has expressed a number of concerns but the DEC and the DOH have asked us to keep an open mind regarding their proposal. He has deep concerns about the level of toxicity coming down Silver Stream and there was discussion about keeping the Silver Stream Gate closed but between Patton Brook and Silver Stream that is about two thirds of the surface water that Washington Lake depends upon for its fresh water for the City of Newburgh. He asked the State Assembly, as well as officials from the DEC and the DOH, to consider keeping us on the Catskill's water while the Department of Defense and the State of New York sort out whose responsibility it is with regard to the Rec Pond toxicity which measures at 5,900 parts per trillion. It also takes in water from around the Air Force Base trenches which

are measured at one hundred thousand parts per trillion for the PFOS. The concern they had at the beginning of this crisis is that until the water is cleaned at Rec Pond in order for us to accommodate the quantity of water we would need to supply the City residents, we would need to accept that water from Silver Stream into Washington Lake. They explained to us the process by which our new Granular Activated Carbon Treatment Plant will filter the water and many of us have expressed that we would like the water to be cleaned up at Rec Pond before it gets into the Washington Lake Reservoir. Some are not convinced and the key that is being held here is the reimbursement for the water that we are currently getting from the Catskill's. Presently the State of New York is paying that cost directly to New York DEP. With the proposed switchover, once the DEC and DOH in their opinions believe that it is functional and operational and is meeting all of their standards, we will no longer be reimbursed for that water. This means that if we want to continue to receive water from the Catskill's the City of Newburgh will have to bear that additional cost. Given that the State of New York owns the property and leases it to the Air Force Base he has asked that we have the opportunity to at least be able to replicate the testing and have an independent testing agency evaluate the methodologies that they have used. Also to consider the possible other pollutants that are being reported with the history of dumping at Stewart Airport. A retired electrical contractor talked about vehicles that would drive back and forth in the trench pits with fifty five gallon drums with holes in them so this is in our watershed that sits one hundred and fifty feet above Washington Lake. More importantly we hear that there is a geological formation of rock underneath the Airport that also holds contaminants from many decades of use. We want to know if there is archived material with information about those contaminants in addition to the capped off Town of New Windsor landfill which we understand had a lot of pesticides. It has been cleared by the DEC and is no longer leaching down into our watershed. The question we have is are there any other emerging contaminants in particular that can break through granular activated carbon? Can we know what those are in advance based on the history of known dumping in the watershed above us? The other concerning fact for him is a discussion that there were a lot of organized crime elements that at one time would go up Route 17K to dump toxicity in a trench on the Airforce Base. There is also two twenty-four inch pipes that traverse the Airport that were crushed about half way in so if dumping was continued for any amount of time into that pit it certainly could have come across those pipes and every time it rains a little more leaches out. While we are all focused on PFOS, we want to make certain that if we are switching back to the Washington Lake Reservoir we also know what is in that water and whether the contaminants that are emerging have been identified either by the EPA or the DEC. If we know that they occurred in our watershed, particularly at the Airport, we want the opportunity to speak to that and have it tested but not on our dime because it is very expensive. We will be having this ongoing discussion with the DEC and DOH and they understand our need to give the community adequate notice which is why we are putting this on the calendar for the first Council Meeting of the year and will most likely move the meeting over to the Activity Center to accommodate the crowd.

After discussion with Senator Larkin we were informed that Mr. Kaplan and Mr. Bunora have purchased out the interests of our Black Global and he views this as an opportunity to work together in an aggressive manner to start doing things differently with regard to the Waterfront. A lot of things need to be moved and put into place for what he calls the low hanging fruit of how the Beacon Train Station right now is identified both at Beacon and down at Grand Central. He proposed that it be renamed to the *Newburgh Beacon Line* or

if we have to compromise, the *Beacon Newburgh Line*. Representatives from MTA, the Department of Transportation and Senator Larkin will be moving quickly on this and while we are waiting for the spur on this side of the Hudson, we have an opportunity to hit the ground running. This would not cost any money except for the replacement of signs, training the Conductors to announce the stop and change the signage down at Grand Central. He thinks it would be a point of particular pride for this community to be able to go down to Grand Central, stand by that large clock, look up at the board and see Newburgh on that line. He has spoken with Mr. Gold, from Assemblyman Skartados' office about the changing of the signage and Senator Larkin assured us that they will look into it right away. In regard to the new Police Chief, he was urged by Corporation Counsel to make certain that this appointment first be presented to the Civil Service Commission so they can review this candidates qualifications. He believes that he is imminently qualified and his name is Chief Douglas Solomon who is currently the Police Chief in the City of Beacon. What he likes about Chief Solomon is that he was there for a significant part of the rebirth in the City of Beacon. He was conversant about how the Building and Police Departments can work together in a way that establishes the linkage to do some very important work on crime fighting. Chief Solomon brings to us an impressive extensive resume that shows his background in two Police Departments with extensive operational administrative experience. He started as a Police Officer in the City of Monticello from 1988 to 1995 and then became a Police Sergeant in Monticello from 1995 to 2002. He was a Police Lieutenant from January, 2002 until November of that year and then became the Chief of Police in Monticello. He then worked from March, 2012 to present as the Police Chief in Beacon. As part of his achievements with the City of Beacon, he worked with the US Department of Justice in revising department policies and procedures to be consistent with a consent decree and their federal guidelines. He earned the 2010 Achievement Award from the Sullivan County Chapter of the NAACP. He has also directed, planned, organized and supervised police operations at all levels including scheduling, payroll and adjusting overtime issues. He has extensive experience in grant writing, administration, budget preparation and management, disciplinary related issues and labor and management issues. He has shown his past experience in working with a jurisdiction with a great amount of diversity as well as social economic problems. He has worked extensively with entities such as the NAACP, Monticello Housing Authority and the Community Progressive Response Group in order to stabilize and address problems in the community as well as building relationships and trust within the Police Department. During his tenure with Monticello, he was instrumental in curbing what was at the time a very serious gang activity problem in the City of Monticello and the school system. He worked with the School Superintendent creating a Police and School Collaboration winning the war on gangs, narcotics and gun violence. When he got to the City of Beacon, there were a lot of issues that we thankfully do not have at the Newburgh Police Department. We have a number of rules and regulations in place that their Department did not have. While he worked to bring the City of Beacon along administratively in the Police Department, he was more importantly part of the renaissance in the City of Beacon. He has spoken quite articulately as it relates to economic development and working with all aspects of the community in building the cohesion that is required moving forward. Chief Solomon was also very articulate as it related to the work of Chief Dan Cameron, Lt. Weaver, Lt. Cortez and other Lieutenants to develop the community relationships with the City of Newburgh Police Department. He understands these statistics and has spoken about the programs we have in place but we need the City's Civil Service Commission to review the qualifications of this candidate. We believe that he has

demonstrated a tremendous amount of administrative skills and the ability to motivate both the Lieutenants and newly hired Police Officers to continue the progress that this Police Department has achieved going forward but we want to make certain. He thanked Michelle Kelson for a letter that was drafted which he has to make a few final touches to and he will be presenting it to the Civil Service Commission tomorrow. He wants to make Chief Solomon available for the Council as well as to have the opportunity to meet with him and hear his ideas. We have talked about what the offer would be and unlike the other candidate that was referenced earlier, this candidate is someone he believes we can afford within the guidelines that have been presented and the budget we have discussed. We will keep our fingers crossed that this will meet with the City's Civil Service Commission approval or if they want to reach out to the State Civil Service Commission as they did with the issue related to Chief Dan Cameron.

Councilwoman Rayford requested a copy of Chief Solomon's resume because she is curious about him going from City to City so why Newburgh?

City Manager, Michael Ciaravino added that most importantly he is here to meet the terms and conditions that would establish him as a resident in the City of Newburgh. When asking him why Newburgh, his answer was simple, *"I made a transformation in Monticello and was part of the rebirth of the City of Beacon. When I come to the City of Newburgh I see what the City of Beacon had a decade ago and I realize this can be done here on a much larger scale. This is actually the key metropolis north of New York City."* He will provide the Council with a copy of Chief Solomon's resume and will be putting together materials for everyone including the community and the Media. We want to get the blessing of our Civil Service Commission regarding this but this is the selection that has been made so we are going to work it through the process and hopefully we will have good news.

Councilwoman Rayford asked if he resigned from Monticello.

City Manager Ciaravino answered that he retired and moved on to the City of Beacon.

Michelle Kelson, Corporation Counsel said that he retired from the City of Monticello and is currently the Police Chief in the City of Beacon.

City Manager, Michael Ciaravino said he is an experienced Police Chief. This is a man who knows what he is talking about and he believes that he will continue in the tradition of integrity that Dan Cameron brought to the position with community relationship building and an open minded inclusiveness that speaks to the awards and the work that he has been engaged in in his past career as a Police Chief and before.

Councilwoman Rayford asked, *"Will we see him before 2018?"*

City Manager Ciaravino responded that it can be whenever Council wants.

In regard to Holiday matters, on Thursday, December 14th the City of Newburgh will have its Menorah lighting on Rev. Dr. Martin Luther King Blvd. between Second St. and Washington St. The Christmas tree lighting on Broadway will be on Friday, December 15th at 5:30 p.m. There will be treats for the youngsters with singing, hot chocolate, cookies and a visit from Santa. The Conservation Advisory Committee will hold its annual

Christmas tree recycling event on Saturday, January 6th between 8:30 a.m. and 2:00 p.m. at the Downing Park Third Street entrance. On October 27th, the Town of Newburgh Water Department called our Water Department asking for emergency assistance because they had a water main break that they couldn't get the valves to shut down on so our Water Department brought our valve turning truck and qualified staff to assist. Town of New Windsor and Newburgh Water Superintendent John Egitto quoted the following, *"I want to extend my thanks for assistance that Wayne Vradenburgh and his team provided with your new valve maintenance truck. Their invaluable help prevented what would have amounted to a day long water outage for a few hundred customers. You have a very professional crew and it's always a good feeling when you know you can count on your neighbors. Once again thank you to the City of Newburgh for your help."* We are attempting to build relationships with our neighbors and as we talk about the fire in the Town of New Windsor recently we had six firefighters who were injured. Six firefighters who are going to have extensive medical care, worker's comp costs and other expenses. Very often they are the first on the scene and when not, as they arrive, because of their extensive experience, they very quickly take over the emergencies. He is suggesting that we need to get creative as we talk about regionalizing and we need to understand that the Newburgh Fire Department will never not respond to a call for mutual aid. We will always be there for our neighbors and to serve this region's safety needs even when it results in disfiguring injuries and potential life threatening explosions but we need to be able to pay for it. If we are talking about regionalism, we need to talk about the hidden ways in which the City of Newburgh's Fire Department subsidizes the Region. We are talking about twelve firefighters who are potentially going to lose their jobs with the Safer Grant and we need to engage our County Leaders, our County Emergency Managers and our neighbors leadership to talk about ways in which we need to be able to continue this tradition because if we lose twelve firefighters and we have to respond to mutual aid calls, who is going to be there to do that important work in the Region? The Region has volunteer firefighters and we do not so when our paid firefighters show up at these volunteer environments while we certainly recognize and value the volunteers who work for free to put out fires, it is frequently the Newburgh Fire Department that comes first. We are asking for a way to quantify that so that the high taxes that are being paid here can be shared as part of a Regional cost.

Councilman Harvey added that he totally supports what he is saying. He spoke with several firefighters since that explosion about what happened with the Grant. The misconception was that the Council voted on a Budget and laid-off these twelve firefighters. In lieu of that conversation, he was made aware that when our firefighters show up for mutual aid to other municipalities, our firefighters are trained and certified so they have to take on that leadership position. If they don't have certification, the volunteer firefighters can't even go into the building. Our certified, paid firefighters with our taxpaying dollars, have to take over.

City Manager, Michael Ciaravino continued that at the end of the day there is a value added to the Region that is being paid for by the City of Newburgh taxpayers. We will always respond to mutual aid but we are at the point where as we are looking at these layoffs, it might be the time to discuss this Regionalism that we are hearing about from the Governor's Office on down. To see if the Region, the leadership at the County and our neighbors are willing to understand exactly the value they get from our responses in mutual aid. Back to the Water Department; since the water crisis with shutting down Washington

Lake under Mr. Wayne Vradenburgh's leadership, the City went from producing over six million gallons per day of water to under three million. We did that through extensive leak detection work. We first were hiring contractors to do this work and then realized that we could do it more cheaply by purchasing the equipment and doing it in-house. Just recently we concluded the 2017 city wide leak detection survey and we have begun the repairs and expect to recover between two hundred thousand and three hundred thousand additional gallons per day. What this means is that the water that the State was required to reimburse New York City while we were on the Catskills Water we were able to afford them a savings. We are hoping that the State will keep an open mind when we ask to continue on with the Catskills Aqueduct water and recognize the effort we put in to saving them dollars from their expenses so we can continue to have the opportunity not only to do the diligence but possibly capture some of that cost savings so we can pay for the expensive tests and evaluate the methodologies. He mentioned earlier about the loss of quantity of water by needing to keep the diversion gate closed at Silver Stream coming from Rec Pond and the loss of water from Patton Brook. Again, that is two thirds of the water that Washington Lake utilizes and if we are going to be drawing down from Washington Lake, that is going to dry up really fast. We will then have to make the choice of either paying the higher rates to get the water from the Catskills or simply open the diversion gate and allow that water from Rec Pond that we have been asking the DOD and the State to purify and clean at the source before being discharged into Washington Lake Reservoir. We feel that the choice is going to be that either we allow it into our treatment plant and treat it there or we are going to have to make the choice to pay for the more expensive water. We want to give the opportunity for the DEC and the DOH to come and we are asking for discussion about short and long chain PFOS. We understand that certain types of granular activated carbon is good for filtering out long chain PFOS but not short chain. He does not pretend to understand the science behind it but we are hoping to get some of the technical answers to our questions because at the end of the day we here the community loud and clear when they blamed the City administrators for the PFOS crisis. It was identified as an emerging contaminate and none of us knew what the health impacts were until the DOH came around and started to measure our water and the decision was made to shut down Washington Lake Reservoir. In going back to Washington Lake's water, if there are other emerging contaminants, particularly those that break through granular activated carbon that are in our water, we would like to at least know about it. We would also like to at least know what the State knows about the dumping history at the Airport. Keeping in mind that one of the defenses the Department of Defense has raised time and again is that they negotiated an agreement with the Port Authority to license that property indemnifying them from known or unknown uses of contaminants that were in those properties and from that point going forward anything the DOD might have done. That is very aggressive economic development but the concern we have is if tests were done. Does the DOD have data that would support the basis for them wanting this indemnification from the State of New York? Can we have access to this information if it exists? Does any of it bear upon this crucial decision as fiduciaries of the City to go back to Washington Lake's water? Are we going to be back here in a year or two being told how could you have done that with this new emerging contaminate that now we are all talking about? We understand that science has yet to catch up with these questions but if we are able to at least identify what other contaminants might be in the water it is very important for us to address it. To the State DEC's credit, they have addressed statewide a panel of emerging contaminants that they are looking to formulate within the next year and then begin testing. What he is asking, out of all due respect, is that we talk about those

that might be already known in our water and lets test for them particularly those that break through granular activated carbon. At the end of the day, we are working as hard as we can to deliver water that we can all say we want to drink, bathe and shower in and there are also a lot of unanswered questions so we are hopeful that with this lead time the community will be prepared. He announced that they are looking to have the first meeting of the City Council at the Activity Center to accommodate the volume of people that will come to that meeting.

Resolution No. 334 - 2017 - Appointing 2 members to the Human Rights Commission

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 335 - 2017 -Conservation Advisory Council appointments

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 336 - 2017 Proposal for Design Services for Rehabilitation of the Washington Lake Intake Gatehouse

Councilwoman Rayford asked Katie Mack, City Comptroller if we are on a spending freeze.

Ms. Mack said that this particular resolution is in regard to the Capital Projects which we borrowed money for so they are not contained in the spending freeze.

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 337 - 2017 - Access agreement with Central Hudson Gas & Electric for Installation of Monitoring Wells

Councilman Harvey said that at the Work Session they presented this particular item and how and why it is important for them to do this work. He wants the public to know for the record that in addition to dealing with this particular resolution we made grievances known about Precision Pipeline and all the road damage. We let them know our expectations on repaving those roads and the timeline for that.

Councilwoman Mejia said that in addition to that we passed a five year pavement management plan so Precision Pipeline work on Liberty, Grand, Montgomery and Clinton Streets will be prioritized for 2018 in terms of the pavement. She wants everyone to be clear about which roads the pavement management plan identified as well as leveraging Precision Pipeline work that is being done by Central Hudson.

Councilwoman Rayford said that if your road is really bad, please let someone on the Council know. Our roads were paved but every time Central Hudson or someone else digs into our roads they don't look the same anymore and the taxpayer has to pay again.

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 338- 2017 - 2018 Insurance Renewal

Councilman Harvey moved and Councilwoman Abrams seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 339 - 2017 - Cold War Veteran Exemption

Councilman Harvey said he is excited about this particular resolution. As a History Teacher and the son of a twenty-two year Veteran, he is proud to support this resolution.

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 340 - 2017 - Water Dept. & Police Dept. Surplus Vehicles

Councilman Harvey moved and Councilwoman Mejia seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 341 - 2017 - Award of a Bid and Execution of a Contract For Gas and Electric Supply

Councilman Harvey moved and Councilwoman Mejia seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 342 - 2017 Surplus water meter

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 343 - 2017 - Satisfaction of mortgage - 81 Chambers Street

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 344 - 2017 - Release of Covenants for 87 Carson Avenue

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4
Adopted

Resolution No. 345 - 2017 Release of Covenants for 95 Carson Avenue

Councilman Harvey moved and Councilwoman Rayford seconded.
Ayes: Abrams, Harvey, Mejia, Rayford - 4
Adopted

Resolution No. 346 - 2017 Accepting reassignment of OPRHP grant for emergency stabilization of the DRC

Councilman Harvey moved and Councilwoman Mejia seconded.
Ayes: Abrams, Harvey, Mejia, Rayford - 4
Adopted

Resolution No. 347 - 2017 Purchase of 146 Third Street

Councilwoman Rayford said it was mentioned earlier that we are not marketing our historical district and she believes for her votes after this night she would like to see the purchasing prices or the offered prices be more than just \$8,000.00 or \$5,000.00. They should at least be \$10,000.00 and above. We have to start marketing our historical houses or shells for more money.

Councilman Harvey said that Councilwoman Rayford has a great point and it looks like an inexpensive purchase but when you looked at the photographs and the structure with the estimated remediation costs you see what the new owner will have to put into the property just to get it back on the tax rolls. We always go back to wanting to decrease our taxes and that is part of that process because we get what we call "Zombie" properties remediated and put back on the tax rolls.

Councilwoman Rayford said we should also go look at these properties too and then consider the price. She stated in the last Work Session that knowing this property she is quite sure we could have gotten a couple more thousand dollars. She is not in a debate but the historical district especially should be marketed for more money.

Councilman Harvey moved and Councilwoman Rayford seconded.
Ayes: Abrams, Harvey, Mejia, Rayford - 4
Adopted

Resolution No. 348 - 2017 Purchase of 76 West Street

Councilman Harvey said in taking Councilwoman Rayford's suggestion into account, is it possible when we have resolutions for property we are proposing to sell, to put the images up on the screen so the public can see them?

Corporation Counsel, Michelle Kelson said that is a technical question not a legal question but she doesn't see anything inappropriate about showing the photos of the properties in their current conditions.

City Manager, Michael Ciaravino said we can look into it. It is currently uploaded into

NovusAgena so the question is that when this comes up is there a way for there to be a quick slide show.

Councilman Harvey added a quick slide show of the images of the structure with what's inside and also possibly look at a quick estimate of the remediation costs.

City Manager, Michael Ciaravino said it's easy for him to say yes but he has to make certain technically that he has the support on that. In the past it was proposed that qualified real estate professionals would assist us in moving properties and although it was voted down, he believes that it might be a good time for us with the new Council to revisit this because we are not capable of capturing the free markets

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 349 - 2017 Purchase of 93 Hasbrouck Street

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 350 - 2017 Two month extension of MESH Realty Group, Inc. agreement

Councilman Harvey moved and Councilwoman Mejia seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4

Adopted

Resolution No. 351 - 2017 Apply for and Accept if Awarded a Restore NY Grant for the Dutch Reformed Church

Councilman Harvey said he would like to make a motion to amend this particular resolution by not including the language that deals with the development of the other properties because in this short version it doesn't include that but to his understanding it does have a tie in with the development company mentioned in our prior discussion.

Deirdre Glenn, Planning and Development Director said the State only recognizes by address and they are only recognizing the Dutch Reformed Church in this application.

Councilman Harvey said that if it is not already separated then he is going to make a motion to table this resolution.

Councilwoman Rayford said she would second that motion.

Councilwoman Mejia said you might as well just vote it down. If you table it, you miss the deadline which is December 15th. She hears all the concern about the taxes but she doesn't understand why we cannot apply for the Grant if it's the municipality that's applying. To her that implies we are going to do demolition by neglect by not moving forward for it and her intent is to figure out how in 2018 we still address the Dutch Reformed Church. If

nothing else comes out of this, she is glad everyone now has the Dutch Reformed Church on their radar because for the last decade it has not been. To the people who have shown up tonight she said she will seek what the plan is that they want to collectively work on but it has to be in 2018 otherwise we are doing demolition by neglect. She still does not understand why we are not going to apply for a Grant.

Councilman Harvey said in response that he does not agree with that statement. It is not demolition by neglect. He thinks the people of our community have made it very clear and their voices have been heard. We are elected officials for the people, by the people and of the people. As a taxpayer and a History Teacher, no way would he ever stand before anyone and say that a historical site on a national registry should be demolished by neglect. It was told to us that the people who wrote the application are the developers and whether it is written in the resolution or not, there is a direct link between those who are going to be responsible for developing two properties that are a point of contention.

Deirdre Glenn responded that they cannot develop those properties until they have a developer's agreement. This City has had forty years to raise the money to save the Dutch Reformed Church and has failed. This is the last chance; a last attempt. It is not linked to say that it has to be Alembic because we have not gotten to that hurdle yet nor have we said that they are developing low income housing.

Michelle Kelson, Corporation Counsel said there are lot of whereas in this resolution and they are just fluff language. She can take out any reference to the Alembic community. She can delete the entire first paragraph of the resolution that would start out, *"Whereas, Empire State Development Restore New York Communities Initiative provides funding for the purpose of revitalizing communities and stabilizing neighborhoods"*. She can take the next whereas and leave it, *"To support the redevelopment of the Dutch Reformed Church"* and delete, *"By its development partner"*. End of story. Please be clear, *"The Grant and the Grant Application are solely for the purpose of the Dutch Reformed Church. No money from this Grant would be permitted to be used on any other property owned or not owned by the City of Newburgh."*

Councilman Harvey said that was his initial request. To amend or change the language in the resolution. To Deirdre Glenn he said he doesn't think it's fair to have such a close timeline for the application for a Grant simultaneously with a public hearing. If this application deadline is December 15th, then it should have been better planned so the public could be heard on this particular issue with a public hearing and prior City Council meetings so the Council could be clear on what the facts are between the public and what's in our resolution.

Michelle Kelson, Corporation Counsel noted that this Grant has a match requirement and the City can support the ten percent match of \$84,545.00 from funds that we currently have. If the City is awarded a higher dollar amount, the City does not currently have funds available to meet that match.

Councilwoman Mejia said she heard earlier that there is a group of individuals who are very much interested in making sure that this happens in 2018. Perhaps what we can do as a Council is establish a special account to collect whatever gets funded in some sort of partnership. She wants to make sure that we don't lose this energy. This is really

important and she doesn't want to lose it because it has been forty years that we have had bits of starts for that project.

Councilwoman Abrams said that right now we have on the table an amendment that has been well stated and explained by our Corporation Counsel so it is very doable.

Michelle Kelson, Corporation Counsel said that she has one other question. Given that the Grant deadline is Friday and we are being asked to amend the resolution to not be tied to Alembic in any way either by application fee, redevelopment plan or the like. Do we have the manpower to actually make the Grant application deadline by Friday?

Councilwoman Mejia said that Anthony Grice said he would be willing to help so she is going to text him now.

Deirdre Glenn, Planning and Development Director said she doesn't know who came up with the idea that there is a five million dollar Grant out there with Restore because the cap is one million unless you are under a special category. So the max is one million to us and it is further qualified by the square footage.

Councilwoman Rayford asked who is paying the \$500.00 application fee.

Ms. Kelson answered that the City would have to.

Councilwoman Mejia said there was an individual earlier who said they would be willing to provide the application fee.

Councilman Harvey moved and Councilwoman Rayford seconded that the resolution be adopted as amended.

Ayes – Abrams, Harvey, Mejia, Rayford – 4
ADOPTED

Resolution No. 352 - 2017 Cancelling second December work session and regular meeting

Councilman Harvey moved and Councilwoman Abrams seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4
Adopted

Resolution No. 353 - Pastor Minnie B. Powell Square

Councilman Harvey moved and Councilwoman Rayford seconded.

Ayes: Abrams, Harvey, Mejia, Rayford - 4
Adopted

NEW BUSINESS

City Manager, Michael Ciaravino told Councilwoman Abrams that he has a Certificate of Appreciation to award to her signed by her colleagues.

"To Councilwoman Genie Abrams, Ward 2, for her service from January 1, 2014 to December 31, 2017. In grateful acknowledgment and appreciation of all of your efforts and dedication to the City of Newburgh. Without your dedication, commitment and effort the City could not have been such a great success over the past years. On behalf of the City of Newburgh, our entire community and all those who have been affected by your unwavering services, we thank you".

There being no further new business this portion of the meeting was closed.

OLD BUSINESS

Councilwoman Mejia said that comments were made about information not getting out and reminding individuals of different events. She reiterated the fact that we need individuals or more staff but she was at both of the meetings on Wednesday and forgot to mention this. She said to excuse her for not mentioning it but she was not at her best that day. Everyone here and watching needs to know that it is not a representation of old history and not wanting to be transparent. It is literally not having enough time in the day and staff that can help with that. We made some improvement with at least entering a social media sphere but more is needed because not everyone is online. She thinks we should look into ways of making calls to individuals. We have a system now for collecting those numbers but we need some sort of robotic calls that can go out like we do during election season. We should look into a Budget line item that would just make those calls reminding people of public hearings and such. She thinks it is important for individuals to know that it is not an oversight in trying to hide some sort of conspiracy. In terms of the deadlines, she fully agrees with Councilman Harvey's observation about the turnaround aspect of it but she has seen how every single person in City Hall works under this administration and they need to sleep also and break bread with their families once in a while. In the spirit of the season we are in, maybe we can be a little gentler when we are giving those feedbacks and our first instincts should not be to attack. She again pointed out that she didn't remind anyone because frankly she forgot.

Councilman Harvey said they talked about the one percent for art legislation that was passed in 2006/2007 and for 2018 he wants to revisit that. When we talk about seeing our tax dollars at work, that one percent for art was legislated and given a six month moratorium which was enough time for everyone who needed to learn, research and fact find what it is all about. There are other cities that have that one percent for art for culture that are thriving and continue to thrive. He thinks that with all of the construction work that has happened since 2007 ten years later we would have already had a Performing Art Center fully funded and created. In 2018, he is going to make an effort to speak to Kippy Boyle and Stuart Sachs who were involved, or others who may want to be involved, with

bringing back the Art and Cultural Commission and looking at what successes happened with that.

Councilwoman Rayford said she doesn't see anything on the Agenda tonight for Regina Angelo.

Councilwoman Abrams said it was at the beginning of the Agenda but we skipped it because she is not here tonight. A Certificate was prepared and we can give it to her the beginning of next year when she is back with us.

There being no further old business this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Harvey thanked everyone who took the time to come out to fight and unite for a cause because he learned a lot tonight. He is happy they got the results that they were hoping for and he looks forward to more of that effort in 2018 and 2019. He wished everyone a Happy Holiday and a prosperous New Year for 2018.

Councilwoman Mejia thanked everyone who was part of the first Ward elections. They will always hold a special place in her heart because we all started with a vision about what local representation could look like in our City. At the end of December when this term ends and the new one begins, we will probably be among the few that can set an example of successfully and peacefully transitioning from one administration to the other. She is also thankful to live in a community where we can have differences of opinion but still continue to respect one another and her expectation is that that will continue to go on. We are not always going to agree on every single project but she believes that world views that people bring to the table are coming from a good place. She strives to find the middle ground because life is too precious to do anything else.

Councilwoman Rayford thanked everyone for coming out and for caring and loving the City of Newburgh. She brought gifts for outgoing Council Members, Abrams, Angelo and Holmes from herself and the Newburgh Zion Lions. One is a bronze color cup signifying how tough they were and butter cookies signifying how they kept everything under control and how sweet they all were. She wished everyone a Happy Holiday and safe, healthy and prosperous New Year.

Councilwoman Abrams said it has been her greatest honor to serve the City. She has found it deeply humbling, uplifting and educational and she is profoundly grateful for the opportunity to do that. She warned everyone against any Council that would propose or vote legislation to financially enrich or glorify themselves or their own families rather than the taxpayers and residents. Get involved, speak your mind and raise your voice or join some of the many civic groups in our City or create your own. There is nothing more rewarding than helping Newburgh continue and improve on the progress we have made together these past four years. People have been asking her what she is going to do next and she will continue to do everything she did before and during her time on this Council. She is going to be a "*Friendly Visitor*" for the Jewish Family Services Program by doing

chores, running errands and transporting her neighbors and she will also be a volunteer for Meals on Wheels of Greater Newburgh so she can honor her role model, Fredericka Warner in a meaningful way. She is always cleaning up the streets in her neighborhood and kids always ask her if they can help so she bought about fifteen "*Garbage Pluckers*" and gave some to the kids already but they come with a warning to use them only for good. When adults see her cleaning the streets they ask her whey she is spending hours picking up trash when tomorrow it will be the same or just as bad as it was this morning. Her first reason for doing it is because it makes her happy and the second is because she can see where she has been. Her greatest hope is that her service here has made a difference at least for some and someday they will be able to see where she has been.

There being no further comments this portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 11:22 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 329 - 2017

OF

NOVEMBER 27, 2017

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 11, 2017 TO
HEAR PUBLIC COMMENT CONCERNING THE CITY OF NEWBURGH RESTORE NY
GRANT APPLICATION TO SUPPORT THE REDEVELOPMENT OF
THE DUTCH REFORMED CHURCH AND THE CITY CLUB
BY ALEMBIC COMMUNITY DEVELOPMENT

WHEREAS, by Resolution No. 246-2017 of August 14, 2017, the City Council of the City of Newburgh authorized the City Manager to execute an agreement to stabilize the Dutch Reformed Church and to negotiate on behalf of the City of Newburgh a land development agreement with Alembic Community Development, and its development partners, in connection with the redevelopment of the Dutch Reformed Church, the City Club and 2 Montgomery Street; and

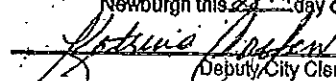
WHEREAS, by Resolution No. 272-2017 of September 25, 2017, the City Council of the City of Newburgh declared its intent to assume Lead Agency status for the approval of a land development agreement with Alembic Community Development pursuant to the State Environmental Quality Review Act; and

WHEREAS, the City of Newburgh intends to apply for a Restore NY grant to support the redevelopment of the Dutch Reformed Church and the City Club and such application requires the City of Newburgh to hold a public hearing to discuss the Restore NY application and the Property Assessment List submitted in the Intent to Apply for Restore NY Funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning the City of Newburgh Restore NY grant application; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 11th day of December, 2017, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Kathina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/27/17
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 28th day of Nov, 2017


Deputy City Clerk



Restore
New York

Section 1 -- Intent to Apply for Restore NY Funding

If Municipality is intending to apply for Restore NY funding, this form must be submitted by the leading municipal official. Mail form to the attention of Molly Bauer, Restore NY, Empire State Development, 625 Broadway, Albany, NY 12245 or e-mail a signed PDF copy to RNY5Intent@esd.ny.gov by October 13, 2017. A municipality can submit up to two different letters of intent

Applications from municipalities that do not submit this form will not be accepted.

ESD will acknowledge receipt of the Letter of Intent by sending a confirmation e-mail to the contact person identified below. It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received by October 16th, the municipality must contact ESD at (518) 292-5200.

Municipal Name	City of Newburgh
Street Address (not PO Box)	83 Broadway
City, State, Zip	Newburgh, NY 12550
County	Orange
Contact Name	Deirdre Glenn
Title	Director of Planning & Development
Phone Number	845.569.7383
E-Mail Address	dglenn@cityofnewburgh-ny.gov
NYS Unemployment Insurance Tax #	14-6002329
Type of Municipality	City ☒ Town ☐ Village
Senate District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	# 39th; Senator William Larkin
Assembly District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	# 104th, Assemblyman Frank Skartados

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. You must attach or include a list of the properties you will be using the funding for. All municipalities are eligible to submit two letters of intent for normal projects and one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not. You may not apply for a project that was not the subject of an approved letter of intent.

Name of Project	Montgomery Street Project
Number of Properties	3
Estimated Project Costs	\$64,748,069.
Estimated Restore NY Request	\$ 1,000,000.
Name of Development Company	Alembic Community Development
Briefly describe project	
This project encompasses the restoration of two iconic historic building, the 1835 Dutch Reformed Church (134 Grand Street) which will be restored to National Historic Guidelines; the A. J. Downing City Club (120 Grand Street), as well as the development of 165 mixed income residential units and commercial space on a vacant block in the center of the neighborhood, (2 Montgomery Street). An experienced community development team comprised of four organizations with a commitment to inclusive revitalization initiatives is undertaking a transformative development project in an historic neighborhood decimated by a failed urban renewal effort 50 years ago. The project has is consistent with Restore NY and with Patterns for Progress Creative Development Initiatives. The end use of the two historic properties will be determined in consultation with Neighborhood residents and community leaders. The development process will have three concurrent tracks: community engagement, design and financing.	

Signature	
Title	Mayor
Date	October 13, 2017



**Restore
New York**

Application Checklist- Restore NY Communities Initiative

Municipal Name	City of Newburgh	
Item	Yes	N/A
5 years operating pro formas		
Application fee payable to Empire State Development Corporation		
Property Assessment List		
Project Site Map		
Individual Property Packet for all properties		
Up to 2 Façade Photos for all properties		
Letters from local planning/zoning officials stating project compliance		
Written commitment(s) for project financing		
3 rd Party Project Estimates		
Credentials of individuals and/or lead entities involved in project		
Non-municipal entity Project Proposal		
SEQR Environmental Assessment Form (EAF)		
SEQR Negative Declaration		
EIS Findings Statement		
SHPO Review Materials		
Proof of Publication of Property Assessment List		
Proof of Publication of Public Hearing Notice		
A true and complete copy of the Municipal Resolution		



Restore
New York

Property Assessment List

Municipal Name	City of Newburgh
Project Name	Montgomery Street Project

List and sequentially number all properties submitted for this project. Properties with both a demolition/deconstruction phase AND a rehabilitation/ reconstruction phase must use separate lines to define EACH project phase. This list must be published in a local daily newspaper for three consecutive days and be the subject of a public hearing.

#	Site Name /Address	Sq.Ft.	R-Residential C-Commercial	DM-Demolition	V-Vacant
				DC-Deconstruction RH-Rehabilitation RC-Reconstruction	A-Abandoned C-Condemned S-Surplus
1	Dutch Ref. Church, 134 Grand St.	5728	C	RH	V
2	City Club, 120 Grand St.	7128	C	RC	V
1	1	1	1	1	1
2	2	2	2	2	2

Round 5

**RESTORE NY
COMMUNITIES INITIATIVE**

Municipal Grant Program

September 15, 2017

**Empire State Development (ESD) Request for
Funding Proposals**

GUIDELINES

Proposal Due Date: 3:00 p.m. – Friday, December 15, 2017



**Restore
New York**

Restore NY Guidelines Table of Contents

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- Section 10: ESD Regional Offices and Other Resources
- Attachment: Restore NY Application



**Restore
New York**

Section 1 – Intent to Apply for Restore NY Funding

If a municipality is intending to apply for Restore NY funding, this form must be submitted by the chief elected official. Mail form to the attention of Molly Bauer, Restore NY, Empire State Development, 625 Broadway, Albany, NY 12245 or e-mail a signed PDF copy to RNY5Intent@esd.ny.gov by **October 13, 2017**.

Applications from municipalities that do not submit this form will not be accepted.

ESD will acknowledge receipt of the Letter of Intent by sending a confirmation e-mail to the contact person identified below. It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received by October 16th, the municipality must contact ESD at (518) 292-5200.

Municipal Name	
Street Address (not PO Box)	
City, State, Zip	
County	
Contact Name	
Title	
Phone Number	
E-Mail Address	
NYS Unemployment Insurance Tax #	
Type of Municipality	City ☐ Town ☐ Village ☐
Senate District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#
Assembly District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. **You must attach or include a list of the properties for which you will seek funding.** All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may also submit one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not. **You may not apply for a project that was not the subject of an approved letter of intent.**

Name of Project	
Number of Properties	
Estimated Project Costs	
Estimated Restore NY Request	
Name of Development Company	
Briefly describe project	

Signature			
Title		Date	

Section 2 – Program Description and Goals

The 2017-18 State Budget provided new funding for the Restore New York Communities Initiative and gave Empire State Development the responsibility of implementing this program for the purpose of revitalizing communities and stabilizing neighborhoods.

Municipalities, defined as cities, towns, and villages, are invited to submit a Request for Funding Proposal for projects to demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties. Additionally, funds can be used for site development needs related to such projects, including but not limited to, water, sewer, and parking, but not exclusively for site development.

Projects should be architecturally consistent with nearby and adjacent properties or in a manner consistent with the municipality's local revitalization or urban development plan. Rehabilitation of municipal buildings and properties for municipal reuse is not eligible for Restore NY funding. Greenfield development is also ineligible.

All projects require no less than "10 percent of the award amount" in matching contributions. Cash and in-kind contributions are allowed. Please see Section 7 of the guidelines for further information on the match requirements.

An important goal of Restore NY is to revitalize urban centers. It is anticipated that, upon completion, the projects funded by Restore NY grants will attract individuals, families, industry and commercial enterprises to the municipality. It is further anticipated that the improved community and business climate will result in an increased tax base, thereby improving municipal finances and the wherewithal to further grow the municipality's tax and resource base and lessen its dependence on state aid.

Awards will be made to qualified applicants based on statutory criteria and, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

Strong emphasis will be placed on projects from economically distressed communities as described in the statute. Priority will also be given to projects that leverage other state or federal redevelopment, remediation, or planning programs.

Strong emphasis will also be placed on project feasibility and readiness. Projects will score higher when they demonstrate that a majority of the criteria in Section 4 of the Application have been satisfied. This includes the following: Project Feasibility (e.g. market feasibility, business plan, letters of commitment on financing, etc.); Project Readiness (e.g. conformance with local planning and zoning, federal and state permits, etc.); Transportation and Utility Readiness (e.g. transportation analysis, utility evaluations, etc.); and Environmental Readiness (e.g. SEQR and SHPO consultation, etc.). Applicants that can demonstrate that plans are in place, project financing has been committed, and that the project is expected to start within a year of a Restore NY award will be considered more competitive.

Section 3 – Funding Proposal Submission Package Requirements

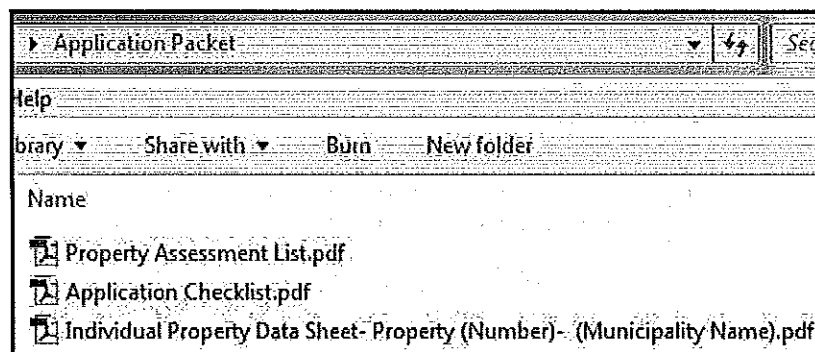
Intent to Apply Deadline	No later than 5:00pm EST on Friday, October 13, 2017
Application Deadline	No later than 3:00pm EST on Friday, December 15, 2017
Eligible Applicants	All New York State cities, towns, and villages (Counties, not-for-profit and private entities are not eligible.)
Number of Copies	1 copy - All materials must be on 8.5" x 11" paper - Assemble documents in a 3-ring binder no thicker than 2 inches and include all forms, enclosures, and attachments - Place the municipality's name on the cover <u>and</u> the spine of the binder
Mail or Deliver	<u>1 copy submitted via the CFA</u> <u>1 copy</u> of the Submission Package (defined below) and the Application Fee to: Empire State Development Attention Molly Bauer 625 Broadway Albany, NY 12245 IF there are more than 5 properties included in the project please submit 4 copies of the Individual Data Property Sheets to the above address.
Application Fee	A non-refundable check payable to Urban Development Corporation d/b/a Empire State Development in the amounts indicated below: \$2,000 for cities over 100,000 population \$1,000 for cities and villages of 40,000–99,999 population \$500 for municipalities under 39,999 population If a community applies for a special project in addition to a normal project, it is required to pay the same fee for that application as well. Application Fee must be included with the application binder sent to the above address.
Submission Package	- Completed Restore NY Application and Attachments (Printed from the CFA) - Certification of Completeness signed by a Municipal Official - Written commitment(s) of matching funds - Proof of Notice of Public Hearing - Proof of publication of the Property Assessment List - A true and complete copy of the Municipal Resolution - Application Fee All documents above are due at application deadline
Questions	See Section 10 for contact information. - For questions regarding this application, e-mail restoreny@esd.ny.gov or contact your local ESD Regional Office. - For specific questions regarding SEQRA, contact the NYS Department of Environmental Conservation. - For specific questions about SHPO, contact the NYS Office of Parks, Recreation and Historic Preservation, or ESD's Planning and Environmental Review Office.

Section 4 – Funding Proposal Instructions

If the municipality intends to apply for Restore NY funding, an Intent to Apply form must be submitted by the chief executive of the municipality by **October 13, 2017** (see Section 1). All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may submit one additional letter of intent for the special project. Please document on the Intent to Apply forms if it is for a special project or not. **Applications from municipalities that do not submit an Intent to Apply form will not be accepted.**

The Intent to Apply form must provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/ reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. Final application may not significantly differ from the Intent to Apply.

Upon receipt of the Intent to Apply Form, ESD will e-mail the primary contact the Restore NY Application Packet. This packet contains documents that will be needed for the application. The packet will also be available on the ESD Restore NY website.



Use of the States' Consolidated Funding Application (CFA) online portal is required. This application portal will collect all necessary information for the Restore NY application.

CONSOLIDATED FUNDING APPLICATION

HELP PRINT PAGE REGIONAL ECONOMIC DEVELOPMENT COUNCILS CFA PROJECT INFO

WELCOME

As part of Governor Cuomo's transformative plan to improve the state's economic development model, a NYS Consolidated Funding Application (CFA) has been created that will streamline and expedite the grant application process. The CFA process marks a fundamental shift in the way state resources are allocated, ensuring less bureaucracy and greater efficiency to fulfil local economic development needs.

Utilizing the CFA serving as the single entry point for access to economic development funding, applicants will no longer have to singly navigate multiple agencies and sources without any mechanism for coordination. Now, economic development projects will use the CFA as a support mechanism to access multiple state funding sources through one application, making the process quicker, easier, and more productive.

To proceed with your CFA, please use the Log In or Register buttons.

Log In

Register

The Restore NY Application must be certified by the chief elected official that it is complete, true and accurate. Incomplete applications will not be considered. However, ESD, at its sole discretion, reserves the right to accept minor amendments and additions to this application.

The following documents must be included with your application:

- Property Assessment List- included in Restore NY Application Packet
- Individual property packet for each property- included in Restore NY Application Packet
- Project proposal from lead entity conducting project
- Credentials and qualifications/resume of lead entity conducting project
- Site map with each property clearly marked
- Letter from local planning/zoning officials stating project is compatible with local ordinances
- Third party project cost estimates
- Five years of operating pro formas
- Letter of matching fund commitments
- Publication proof of Property Assessment List*
- Publication proof of notice of public hearing**
- Municipal resolution

*A Property Assessment List (as defined in Section 7) must be published in a local daily newspaper either in print or online for three consecutive days. Evidence of the publication must be included in the application. Acceptable documentation is (1) photocopies of all three advertisements showing the dates of publication and/or (2) a signed receipt from the newspaper. Property Assessment List form is provided by ESD.

**A public hearing must be held to discuss the Restore NY application and the Property Assessment List. Proof of the publication of the Notice of a Public Hearing to discuss the Restore NY application and the Property Assessment List must be included in the application.

Individual properties must be bundled into a definable "project" (as defined in Section 7). The project may include the demolition, deconstruction, rehabilitation and/or reconstruction of a building or group of buildings that furthers the goals of revitalizing an urban center, encouraging commercial investment or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their revitalization is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan. A site map must be included for each project clearly identifying all targeted properties. If the buildings are not proximate to each other, an explanation of their strategic interrelationship should be included in the letter of intent and application.

All municipalities may apply for one project subject to the normal limits defined in Section 5. In addition, however, municipalities may also compete for one of up to three special project awards to be made statewide or may combine the two as defined in Section 7.

Individual Property Data Sheets and budgets must be completed for each property submitted. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (last page of the application packet).

The municipality's legislative body must pass a resolution finding that the proposed project is consistent with the municipality's local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities where applicable. **A true and complete copy of the resolution must be included in the application.**

Section 5 – Funding and Project Limits

Applicant Funding and Project Limits	# Project	Funding Per Project
Cities over 100,000 population based on the last census	1 Project	\$5 million
Cities and villages between 40,000 and 99,999 population based on the last census	1 Project	\$2 million
All other municipalities	1 Project	\$1 million
Empire State Development may grant up to three special awards. Cities with populations less than 100,000 and all towns and villages that are classified as highly distressed may apply for an additional \$5 million to put toward a second separate project OR toward part of a larger project in addition to the funding limits listed above. The project must meet the definition of a “special project,” as defined in Section 7 of the Restore NY Guidelines.	1 Project	\$5 million

The above funding per project is the maximum possible, but projects are also subject to the caps set forth below, a municipality may not be awarded the maximum. Commercial projects funding is determined by square foot caps and may not exceed the calculated amount unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. Residential projects funding is determined by the activity occurring (i.e. demolition and reconstruction), and may not exceed caps per property unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. An apartment building is considered one property regardless of the number of units in it.

Residential Property	Per Unit Maximum Allowance
Demolition/Deconstruction	\$20,000
Rehabilitation/Reconstruction	\$100,000

Maximum Commercial Building DEMOLITION Allowance Per Square Foot					
Source: Marshall Valuation Service					
ESD Region	Class A Structural Steel	Class B Reinforced Concrete	Class C Masonry Walls	Class D Wood or Steel	Class S Metal bents or Columns
Capital Region	\$7.66	\$9.70	\$6.28	\$5.42	\$5.07
Central NY	\$7.73	\$9.61	\$6.12	\$5.24	\$5.02
Finger Lakes	\$7.59	\$9.87	\$6.12	\$5.28	\$4.93
Long Island	\$10.04	\$12.34	\$7.90	\$6.92	\$6.65
Mid-Hudson	\$10.10	\$12.34	\$7.90	\$6.92	\$6.61
Mohawk Valley	\$7.19	\$9.10	\$5.79	\$5.10	\$4.67
New York City	\$10.10	\$12.34	\$7.96	\$6.97	\$6.65
North Country	\$6.92	\$8.51	\$5.52	\$4.86	\$4.49
Southern Tier	\$7.05	\$8.76	\$5.52	\$4.77	\$4.54
Western NY	\$7.80	\$9.70	\$6.33	\$5.42	\$5.07

Maximum Commercial Building CONSTRUCTION Allowance Per Square Foot										
Source: Marshall Valuation Service										
ESD Region	OFFICE				LIGHT MANUFACTURING				RETAIL*	
	Class A	Class B	Class C	Class D	Class A	Class B	Class C	Class D	Class C	Class D
	Structural Steel	Reinforced Concrete	Masonry or Concrete	Wood /Steel Studs	Structural Steel	Reinforced Concrete	Masonry Walls	Wood /Steel Studs	Masonry or Concrete	Wood or Steel Studs
Capital Region	\$185.19	\$180.70	\$134.35	\$122.24	\$92.45	\$88.52	\$61.43	\$53.91	\$98.79	\$89.63
Central NY	\$186.83	\$179.11	\$130.87	\$118.02	\$93.27	\$87.74	\$59.84	\$52.05	\$96.23	\$86.54
Finger Lakes	\$183.55	\$183.87	\$130.87	\$119.08	\$91.63	\$90.07	\$59.84	\$52.51	\$96.23	\$87.31
Long Island	\$242.55	\$229.84	\$169.09	\$155.96	\$121.09	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mid-Hudson	\$244.19	\$229.84	\$169.09	\$155.96	\$121.91	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mohawk Valley	\$173.72	\$169.60	\$123.92	\$114.86	\$86.73	\$83.08	\$56.66	\$50.65	\$91.12	\$84.22
NYC	\$244.19	\$229.84	\$170.25	\$157.01	\$121.91	\$112.59	\$77.85	\$69.24	\$125.19	\$115.12
North Country	\$167.16	\$158.51	\$118.13	\$109.59	\$83.45	\$77.65	\$54.02	\$48.33	\$86.86	\$80.36
Southern Tier	\$170.44	\$163.26	\$118.13	\$107.48	\$85.09	\$79.98	\$54.02	\$47.40	\$86.86	\$78.81
Western NY	\$188.47	\$180.70	\$135.50	\$122.24	\$94.09	\$88.52	\$61.96	\$53.91	\$99.64	\$89.63

* Retail includes retail mixed with office or residential.

**Maximum Allowance Where Certain HAZARDOUS MATERIALS are Present in the
Demolition or Reconstruction Per Square Foot**

Source: Marshall Valuation Service

ESD Region	Asbestos Abatement	Lead Removal
Capital Region	\$51.06	\$19.15
Central NY	\$49.74	\$18.66
Finger Lakes	\$49.74	\$18.66
Long Island	\$64.27	\$24.10
Mid-Hudson	\$64.27	\$24.10
Mohawk Valley	\$47.10	\$17.67
New York City	\$63.39	\$23.77
North Country	\$44.90	\$16.84
Southern Tier	\$45.34	\$17.01
Western NY	\$51.50	\$19.32

Section 6 – Scoring Criteria

Applications will be scored based on how they address the goals of the Restore NY Communities Initiative and statutory criteria. Awards will be made, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

A maximum of 115 points can be achieved based the categories defined in the table below.

Points	Criteria	Scale
Up to 15	Economic Distress	15 – High 10 – Moderate 5 – Slight
Up to 25	Other Statutory Priorities	5 – Mostly in an Investment Zone –or– 5 – Mostly in a Brownfield Opportunity Area Up to 20 – Leverage of other State and Federal Programs
Up to 40	Program Goals	Up to 20 – Induce Commercial Investment Up to 10 – Revitalize an Urban Center Up to 10 – Improve Local Housing
Up to 20	Project Readiness / Feasibility	Up to 20
Up to 15	President/CEO Commissioner Discretion	Up to 15
Maximum 115		

Section 7 – Definitions

BROWNFIELD shall mean any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant.

BROWNFIELD OPPORTUNITY AREA (BOA) shall mean an area of the municipality that has been approved for funding under the Brownfield Opportunity Area Program for the purpose of establishing a community based revitalization plan and implementation strategy to achieve brownfield redevelopment in a proactive and systematic way.

BUILDING CATEGORY shall mean the following:

- ABANDONED shall mean a wrecked or derelict building that has been left abandoned and unprotected.
- CONDEMNED shall mean a building declared by official order to be unfit for use.
- SURPLUS shall mean a municipally-owned building deemed surplus or no longer required.
- VACANT shall mean having no occupants, or is mostly unoccupied.

BUILDING TYPE shall mean the following:

- COMMERCIAL shall mean real estate zoned for business or industrial use including retail, and that is at least 85% used for business, industrial and/or retail purposes.
- RESIDENTIAL shall mean real estate that is zoned for single-family homes, multi-family apartments, townhouses, condominiums and co-ops, and that is at least 85% used for residential purposes.
- MIXED USE shall mean buildings that include a combination of commercial, office, retail and residential uses.

ECONOMICALLY DISTRESSED COMMUNITY shall mean the following:

- HIGHLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 7 of the criteria listed below:
- MODERATELY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 5 of the criteria listed below:
- SLIGHTLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet 4 of the criteria listed below:
 - ☐ Population loss between the last and previous decennial census – an absolute loss in population.
 - ☐ Unemployment rate (2015 ACS 5 year average) higher than the state (8.2%). (Municipal rate was used if population was over 25,000, otherwise county rate was used.)
 - ☐ Private sector employment growth rate between 2010 and 2015 was lower than the state's rate (2.5%) OR Private sector employment in 2015 was less than the state (78.0%)
 - ☐ Portion of households receiving public assistance in 2015 was greater than the statewide portion (15.4%).

- ☐ Poverty rate in 2015 was greater than the state's poverty rate (15.7%).
- ☐ Per Capita Income change between 2010 and 2015 was less than the growth in the consumer price index (CPI) for all urban consumers nationally (8.5 percent) OR Per capita income in the municipality was less than the state's per capita income (\$32,236) in 2015
- ☐ Full Value Assessment of Taxable Property growth between 2010 and 2015 was less than the statewide growth.
- ☐ Taxable sales growth rate between the period of March 2009 through February 2010 and the period of March 2012 through February 2013 in the county was less than the statewide growth in taxable sales.

ELIGIBLE APPLICANT shall mean any New York State city, town, or village.

GREENFIELD shall mean a piece of property that is undeveloped or a previously developed site that has been cleaned up and is ready for redevelopment. Greenfield projects are not eligible for Restore NY funding.

IN-KIND shall mean a contribution, service or administrative cost associated with the project including funds from other federal, state, or local governments and private contributions. For Restore NY purposes, in-kind contributions will be allowed retroactive to the enactment of the Restore NY round five appropriation (April 10, 2017).

HISTORIC AND/OR CULTURAL PLACE OR PROPERTY shall mean any building, structure, district, area, site, or object, including an underground and underwater site, that is of significance in the history, architecture, archeology, or culture of the state, community, or nation.

LEAD AGENCY shall mean a public entity principally responsible for undertaking, funding, or approving a project. Examples of lead agencies are county industrial development agencies; municipal planning agencies, boards, and councils; health departments; and zoning boards.

MATCH shall mean cash (which is encouraged) or the value of in-kind services, contributions, or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources, and funds from private contributions. Match amounts must be "firmly committed" and will support the proposed Restore NY project. "Firmly committed" shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

MUNICIPALITY shall mean a municipal subdivision that is a city, town, or village.

RESIDENTIAL PROPERTY shall mean a separately assessed lot, parcel, piece or portion of real property used, or that is to be used, as a private dwelling.

PROJECT shall mean the demolition, deconstruction, rehabilitation, or reconstruction of a building or group of buildings that furthers the goal of revitalizing an urban center, encouraging commercial investment, or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their reconstruction, rehabilitation, deconstruction or demolition is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan.

PROJECT TYPE shall mean the following:

- DEMOLITION shall mean to completely tear down or raze a building.
- DECONSTRUCTION shall mean the careful disassembly of a building of architectural or historic significance with the intent to rehabilitate or reconstruct the building, or salvage the disassembled material from the building for reuse.
- REHABILITATION shall mean structural repairs, mechanical systems repair or replacement, repairs related to deferred maintenance, emergency repairs, energy efficiency upgrades, accessibility improvements, mitigation of lead-based hazards, and other repairs that result in a significant improvement to the property, provided however, that to the extent possible, such rehabilitation shall be architecturally consistent with nearby and adjacent properties, or done in a manner consistent with a local revitalization or urban development plan.
- RECONSTRUCTION shall mean the construction of a new building, which is similar in architectural style, size and purpose to a previously existing building at such location, provided however, that to the extent possible that such reconstruction is architecturally consistent with nearby and adjacent properties, or in a manner consistent with a local revitalization or urban development plan.

PROPERTY ASSESSMENT LIST shall mean a list compiled by a municipality, after it conducts an assessment of vacant, abandoned, surplus or condemned buildings within its jurisdiction, and based upon that assessment: (i) sets forth for each property a description of each building that includes the location, size and residential or commercial natures of each building, and whether the building is proposed to be demolished, deconstructed, rehabilitated or reconstructed; (ii) that has been published in a local daily newspaper for no less than three consecutive days; and (iii) that has been the subject of public hearings in the municipalities where the buildings are located.

SITE CONTROL shall mean (i) ownership by the municipal applicant or (ii) written consent from the ownership entity and, if different, the entity that has legal control of the site consenting to the application for Restore NY funding and, if awarded, agreeing to use Restore NY funds as outlined in the application.

SOFT COSTS shall mean costs related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include such items as architecture, design, engineering, permits, inspections, consultants, environmental studies, and regulatory demands needing approval before construction begins. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

SPECIAL PROJECT shall mean a project that results from a severe economic injury to the community, leaving a highly visible and blighted property or properties in the central business district of a highly distressed community which has a depressing effect on the overall economic development potential of the community. This is limited to cities with populations less than 100,000 and all towns and villages that are classified as highly distressed according to ESD's definitions in Section 7 and listed on the Restore NY website.

URBAN CENTER shall mean a central place that functions as the dominant center of an urban area. The U.S. Census Bureau identifies one or more central places for each urbanized area (UA) or urban cluster (UC). Among municipalities, any incorporated place that is in the title of the urban area is a central place of that UA or UC. In addition, any other incorporated place that has an urban population of 50,000 or an urban population of at least 2,500 people and is at least 2/3 the size of the largest place within the urban area also is a central place. Any city or village that is part of a UA or UC and the population of which constitutes no less than 5% of the UA or UC will also be considered an Urban Center.

Section 8 – Terms and Conditions

A municipality that is granted an award or awards shall provide a matching contribution of no less than ten percent of the aggregated Restore NY award or awards amount. Such matching contribution may be cash or the value of in-kind services, contributions or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources and funds from private contributions. Match amounts must be “firmly committed” to support the proposed Restore NY project. “Firmly committed” shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

In-kind contributions may include, but shall not be limited to, the efforts of municipalities to conduct an inventory and assessment of vacant, abandoned, surplus, condemned and deteriorated buildings, and to manage and administer grants awarded to the municipality from the Restore NY Communities Initiative.

Final funding awards will be subject to approval by ESDC Board of Directors following project selection and the anticipated availability of funds. A 1% commitment fee based on the grant amount awarded (not to be less than \$100) will be assessed to all awardees. The commitment fee will be due upon Board approval.

ESD reserves the right to offer project awards to sponsors in different amounts and under different terms than requested. ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances. Expenditures incurred prior to the application due date (December 15, 2017) are not eligible for reimbursement by Restore NY grant funds.

Applications shall be reviewed by the Affirmative Action Unit of ESD, which shall, in consultation with the applicant and/or proposed recipient of Restore NY assistance and any other relevant interested parties, develop appropriate goals, in compliance with applicable law (including Section 2879 of the Public Authorities Law, Article 15-A of the Executive Law and Section 6254 (11) of the Unconsolidated Laws) and the policy of ESD, for participation by minority group members and women. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability, or marital status shall be required.

ESD’s Non-discrimination and Contractor Diversity policy will apply to the Restore projects. The Recipient shall be required to use good faith efforts to achieve an overall Minority and Women Business Enterprise (“MWBE”) participation goal to be set at the time of the an award, a goal related to the total value of ESD’s funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project.

Final funding awards will be subject to ESD Board of Directors approval; approval by the New York State Office of Parks, Recreation and Historic Preservation (if applicable); public hearing; and approval by the Public Authorities Control Board.

It is expected the project will proceed in the time frame set forth by the applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. All Restore NY awards will expire 2 years from the award date unless expressly extended by ESD.

ESD encourages the environmentally sustainable practice of recycling construction/demolition (C&D) debris rather than disposition in a landfill. As this is an emerging practice that may not yet be available or commercially feasible in every region of the state, ESD’s Environmental Division will survey municipalities receiving Restore NY awards and their deconstruction/demolition contractors to learn what options they had for C&D debris disposition and whether any of the material was recycled. As a condition of award, the municipality and its contractors must provide the information requested in this survey. NOTE: While C&D recycling is encouraged, it is not required.

Section 9 – State Historic Preservation Office (SHPO) Consultation Instructions

Under the New York State Historic Preservation Act, Section 14.09 and its associated rules and regulations, State funded (in whole or in part) activities that have the potential to affect historic properties, either directly or indirectly, must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Regulations associated with this law define a Historic and/or Cultural Place or Property as “any building, structure, district, area, site or object including underground and underwater sites, that is of significance in the history, architecture, archeology or culture of this state, its community or the nation.”

The SHPO process does not need to be completed prior to the submission of the Restore NY application; however, it MUST be completed prior to the approval by ESD Board of Directors. No Restore NY grant funds can be disbursed prior to ESD Board approval.

In order to expedite the SHPO review process, the applicant must provide the information outlined below for the appropriate project category. Project information should be provided to OPRHP via their Cultural Resource Information System (CRIS). This interactive, web-based system offers the public and government partners convenient and extensive access to the agency’s historic records while streamlining the agency’s delivery of historic preservation programs. The system is available at <https://cris.parks.ny.gov/>. If you or your consultant has not already used NY-CRIS, please go to <http://nysparks.com/shpo/online-tools/> and select the link for the “How to” video, which will guide you through the log-in and project submission process. OPRHP suggests that if you have not previously accessed the CRIS system that you sign up for an NY.GOV account when prompted. This will give you more comprehensive access to the system. CRIS related questions can be submitted to CRISHelp@parks.ny.gov.

All new project entries into the CRIS program should enter the Project Name beginning with “Restore NY” then the name of the project and then the number of involved buildings.

Example: Restore NY/Smith Road Rehabilitation/12 Buildings

Demolition Projects

For a demolition project involving a single building (parcel) or a grouping of contiguous buildings (parcels) the information should be entered into CRIS as a single project. In Step 3 of CRIS you will be asked if your project includes one or multiple parcels. If your project is a single property you will select that option in this step. If the project involves multiple adjacent buildings and parcels select the multiple parcel option and draw a boundary around the project area in CRIS Step 3.

Next, in CRIS Step 4 (Built Resources) you will be asked to add specific information about the building associated with your project. Complete this data and add current photographs (jpg.) of the building and any other building specific information. Please be sure to only link building specific photographs and data in this section. Project specific data will be added in a later step.

Once you complete a building’s information you will be brought to the Built Resource grid where you can add another property if your project contains more than one building (multiple parcels). To add another building you will select the “Enter Built Resource” tab and provide the requested information for the property (parcel). You will repeat this process for each building involved in your project.

For demolition projects of discontinuous buildings (parcels) the submission process follows the same guidance as above. However, in CRIS Step 3 when asked if the project includes multiple properties you will need to select the single property option. This will bypass the need to enter each individual building (parcel) site as a separate and new project in CRIS.

Complete CRIS Step 4 as outlined above. Once again, in CRIS Step 4 ONLY attach photographs and historic information for the individual building that you are recording at that time. Do not link project level information at this step, such as site plans or project scopes of work.

In CRIS Step 5 you will need to add a project map or maps (pdf) locating all the involved properties to be included in the project. This is accomplished by selecting the "Attachment" tab and linking a copy of the map (pdf). Additional information about the overall project or individual projects can also be attached here. Be sure to label them carefully when uploading the files. Additional project level photographs can also be added in this step under the "Photos" tab.

Rehabilitation Projects

For individual rehabilitation projects please follow the same CRIS project entry information provided above.

New Construction Projects

For new construction projects, please follow the same CRIS project entry information provided above.

However, in CRIS Step 2 you will need to select the "Will this project involve ground disturbance" option and respond. Documentation of prior ground disturbance will need to be linked in CRIS Step 5. Please be aware that standard farming activities are not classified as ground disturbing activities for the purposes of archaeological assessment.

Under CRIS Step 5 be sure to include photographs of the site to be built on and views looking from the site under the "Photos" tab. Under the "Attachments" tab please add a site plan and any elevations floor plans that are available that depict what is proposed for construction.

It is recommended that the municipality contact NYSHPO's regional staff associated with its area during the application process. Regional staff contact information can be found at <http://nysparks.state.ny.us>. Click on Historic Preservation; next click on Territorial Assignments. Staff members are listed by the counties they service. Help with the CRIS system can be found by contacting CRISHelp@parks.ny.gov.

To check for National Register listed or known eligible properties, historic districts and archaeologically sensitive areas that may include or involve a project, please go to <https://cris.parks.ny.gov/> and use the SEARCH function.

Section 10 – ESD Regional Offices and Other Resources

Letter of Intent E-Mail Address: RNY5Intent@esd.ny.gov

General Restore NY Questions: restoreny@esd.ny.gov

EMPIRE STATE DEVELOPMENT REGIONAL OFFICES AND COUNTIES SERVED

Capital – Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren and Washington

Empire State Development
Hedley Park Place
433 River Street, Suite 1003
Troy, NY 12180
P: 518-270-1130

Central NY – Cayuga, Cortland, Madison, Onondaga, and Oswego

Empire State Development
620 Erie Boulevard West - Suite 112
Syracuse, NY 13204
P: 315-425-9110

Finger Lakes – Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates

Empire State Development
400 Andrews Street - Suite 710
Rochester, NY 14604
P: 585-399-7050

Long Island – Nassau and Suffolk

Empire State Development
150 Motor Parkway, Suite 311
Hauppauge, New York 11788
P: 631-435-0717

Mid-Hudson – Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester

Empire State Development
33 Airport Center Drive - Suite 201
New Windsor, NY 12553
P: 845-567-4882

Mohawk Valley – Fulton, Herkimer, Montgomery, Oneida, Otsego, and Schoharie

Empire State Development
207 Genesee Street
Utica, NY 13501
P: 315-793-2366

North Country East – Clinton, Essex and Franklin and Hamilton

Empire State Development
401 West Bay Plaza
Plattsburgh, NY 12901
P: 518-561-5642

North Country West – Jefferson, Lewis and St. Lawrence

Empire State Development
Dulles State Office Bldg.
317 Washington T, 2nd Floor
Watertown, NY 13601
P: 315-785-7941

New York City

Empire State Development
New York City Regional Office
633 Third Avenue
New York, NY 10017
P: 212-803-3130

Southern Tier – Broome, Chenango, Chemung, Delaware, Steuben, Schuyler, Tioga and Tompkins

Empire State Development
Binghamton Office State Office Building
44 Hawley Street, Room 1508
Binghamton, NY 13901
P: 607-721-8605

Western NY – Allegany, Cattaraugus, Chautauqua, Erie and Niagara

Empire State Development
95 Perry Street, Fifth Floor
Buffalo, NY 14204
P: (716) 846-8200

Empire State Development Planning and Environmental Review Office

- (212) 803-3252 or 3253

NYS Department of Environmental Conservation

- <http://www.dec.ny.gov>

NYS OPRHP Office of State Historic Preservation Office

- <http://nysparks.state.ny.us/shpo>

RESOLUTION NO.: 334 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION APPOINTING MEMBERS
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to appoint new members to fill vacancies now existing on the Human Rights Commission to carry on the important work of such Commission;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and are hereby confirmed and appointed to serve as Members of the City of Newburgh Human Rights Commission for three (3) year terms commencing on November 14, 2017 and expiring on November 13, 2020 pursuant to Chapter 51 of the City Code:

Dianne E. Dixon
Katrin Redfern

RESOLUTION NO.: 335-2017

OF

DECEMBER 11, 2017

A RESOLUTION RE-APPOINTING KIPPY BOYLE, CHUCK THOMAS,
KAREN EBERLE-MCCARTHY AND MARCEL BARRICK TO THE
CONSERVATION ADVISORY COUNCIL FOR TWO YEAR TERMS AND
APPOINTING ALISON FILOSA TO FILL THE REMAINDER OF AN UNEXPIRED TERM

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the two-year terms of Kippy Boyle, Chuck Thomas, Karen Eberle-McCarthy and Marcel Barrick expired on November 30, 2017 and wish to continue to serve new two-year terms and Alison Filosa has submitted a letter of interest to serve as a Member of the Conservation Advisory Council to fill a vacancy for a term which expires on November 30, 2018; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Kippy Boyle, Chuck Thomas, Karen Eberle-McCarthy and Marcel Barrick are hereby re-appointed to the Conservation Advisory Council for a two (2) year term commencing December 1, 2017 and ending on November 30, 2019; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Alison Filosa be and is hereby appointed to the Conservation Advisory Council to fill a vacancy for a term which expires on November 30, 2018.

RESOLUTION NO.: 336 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
WESTON & SAMPSON FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT
IN AN AMOUNT NOT TO EXCEED \$14,500.00**

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing of Water System Improvements including the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project"); and

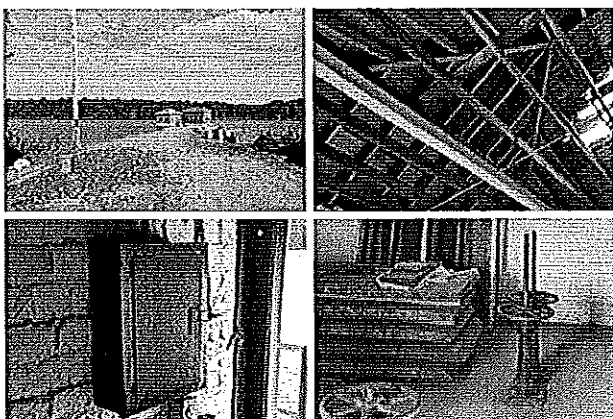
WHEREAS, the City of Newburgh through a competitive process in which proposals for professional services were solicited, reviewed and evaluated to provide Engineering Services for the Project; and

WHEREAS, the City has received a proposal from Weston & Sampson, PE, LS, LA, PC, which has been identified as the most qualified firm to provide said services;

WHEREAS, such engineering services shall include preparation of plans, specifications and bid documents; and

WHEREAS, the cost of such proposal shall not exceed \$14,500.00 and the funds shall be derived from the 2016 BAN;

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 a contract with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project in an amount not to exceed \$14,500.00.



PROPOSAL

October 2017

CITY OF
Newburgh
NEW YORK

RFP No. 19.17 - Professional Engineering
Services for the Rehabilitation of the
Washington Lake Intake Gatehouse

restore

enhance

sustain

maintain

Weston & SampsonSM transform your environment

westonandsampson.com

1 Winners Circle, Suite 130
Albany, NY 12205
Tel: 518.463.4400

Contact:
Jeffery Budrow, PE, Senior Associate
budrowj@wse.no.com



Following Page	COVER LETTER
Section 1	DESCRIPTION OF FIRM & STAFFING
Section 2	RELEVANT EXPERIENCE
Section 3	PROJECT NARRATIVE & SCHEDULE ▪ Project Understanding ▪ Scope of Services ▪ Schedule
Section 4	IN-HOUSE SERVICES & INSURANCE
Section 5	FEE PROPOSAL
Section 6	REQUIRED FORMS ▪ Non-Collusion Bidding Affidavit ▪ Acknowledgments of Addenda

October 20, 2017

City of Newburgh
Comptroller's Office
83 Broadway, Fourth Floor
Newburgh, New York 12550
Attention: Kathryn Mack, City Comptroller

Weston & Sampson, PE, LS, LA, PC
1 Winners Circle, Suite 130, Albany, NY 12205
Tel: 518.463.4400

Re: RFP #19.17 – Rehabilitation of the Washington Lake Reservoir Intake Gatehouse

Dear Ms. Mack:

Weston & Sampson PE, LS, LA, PC is pleased to submit this proposal to provide professional engineering services for the rehabilitation of the Washington Lake Reservoir intake gatehouse. Weston & Sampson has provided municipal engineering services in the Northeast since 1899 and in New York since 1959 through our predecessor firm of J. Kenneth Fraser and Associates. The benefits we offer to the City of Newburgh for this project are:

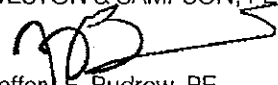
- **Multidiscipline services from a single source.** Weston & Sampson has a proven track record of providing comprehensive services in engineering, land surveying, and landscape architecture, including design, permitting, bidding, construction administration and inspection, topographic and boundary surveying, and planning. With the merger of Fraser Associates in 2010, Weston & Sampson is now a firm of nearly 500 professionals operating in New York, New England, and along the Atlantic Coast. We have substantial capabilities and are well positioned to serve the City.
- **Experience with similar projects.** Weston & Sampson has provided design services for the rehabilitation of diverse municipal facilities, including buildings of historic character. Our work includes structural and architectural services for gatehouse improvements in Albany, New York, and Cambridge, Massachusetts among others. Also, our team of environmental specialists has completed remediation projects, including lead abatement, throughout the northeast.
- **Proven local leadership.** Carl Stone, PE, BCEE, the manager for your project, has over 30 years of experience in water- and wastewater-related engineering projects and is located in our Hopewell Junction, New York, office, less than 20 miles from the project site and City offices. Carl has extensive experience managing water and wastewater infrastructure projects large and small, including coordination of regulatory requirements with State and Local agencies. He is supported by more than 25 staff in New York, including Project Principal Jeff Budrow, PE, and others on the project team.

Weston & Sampson has the necessary technical skills, and is second to none in experience—with more than a century in business! We are an employee-owned company, and we take pride in delivering high quality projects in a timely fashion.

We look forward to demonstrating our capabilities in person. If you have any questions or require further information, please don't hesitate to contact me at 518-463-4400 or by email at budrowj@wseinc.com.

Sincerely,

WESTON & SAMPSON, PE, LS, LA, PC


Jeffery F. Budrow, PE
Senior Associate

DESCRIPTION OF FIRM



Established in 1899, Weston & Sampson has been providing municipalities, public agencies, and private sector clients with cost-effective and innovative solutions to their infrastructure and environmental challenges for more than a century. Weston & Sampson offers capabilities ranging from project development, assessment, and planning through permitting, design, construction, and long-term operation and maintenance. The firm is privately held and employee owned.

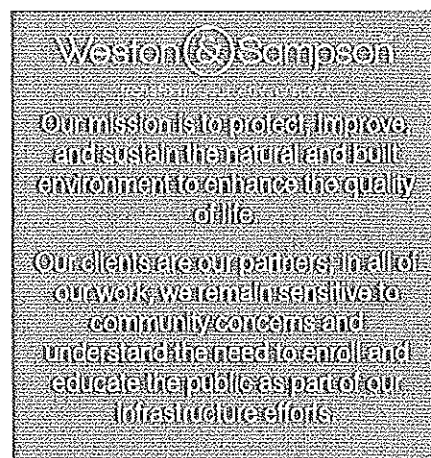
Nationally ranked among the top 180 design firms and top 125 environmental firms in the United States, according to the Engineering News Record, Weston & Sampson is proud of our steady record of growth and the ability of our project management staff to understand our clients' needs, develop appropriate solutions, and provide comprehensive engineering services on time and on budget. Weston & Sampson has also been widely recognized for our excellence in engineering by APWA and ACEC, in further testimony of our creativity and performance. All of this has contributed to a consistent company-wide client return rate exceeding 85%.

Weston & Sampson's **staff of nearly 500 personnel** offers full-service capabilities to address the complex challenges of today's projects and to meet the diverse needs of our clients. Specific to your project, we provide a variety of project management services to assist our clients in managing projects, programs, and facilities. Our management services are fully supported by our dedicated staff of engineering, planning, environmental, building and facility, construction, operations and management professionals, and technology specialists. Our experience and breadth of capabilities allows us to assist our municipal, agency, and private clients to manage their environmental and infrastructure challenges comprehensively. Our **areas of expertise** include:

- | | |
|--|---------------------------------------|
| ▪ Facility Design | ▪ Construction Mitigation |
| ▪ Transportation & Traffic | ▪ Regulatory & Enforcement Assistance |
| ▪ Site/Civil Development | ▪ Environmental Site Assessment |
| ▪ Water Supply Development & Treatment | ▪ Wetlands Replication & Restoration |
| ▪ Water Supply Pumping & Distribution | ▪ Geotechnical & Structural |
| ▪ Stormwater Management | ▪ Hydrogeological |
| ▪ Watershed Management | ▪ Master Planning |
| ▪ Wastewater Collection & Treatment | ▪ Renewable Energy |
| ▪ Environmental Compliance/Permitting | ▪ Solid Waste Management |
| ▪ Landscape Architecture / Streetscape | ▪ Peer Review |
| ▪ Infrastructure Design & Construction | ▪ Land Surveying |
| ▪ Construction Oversight & Management | ▪ GIS & Mapping |

What differentiates Weston & Sampson from other consultants is our ability to provide comprehensive services using in-house staff, while still offering the benefits of a broad perspective (planning, engineering, contracting, construction, and operation). Our in-house capacity enables us to commit the resources necessary to meet important deadlines. Our firm's depth of staff and breadth of expertise ensures the availability of highly qualified personnel to readily meet your project needs.

Headquartered in Peabody, Massachusetts, Weston & Sampson maintains regional offices throughout the Northeast, and along the East Coast. Weston & Sampson will manage your project from our regional offices



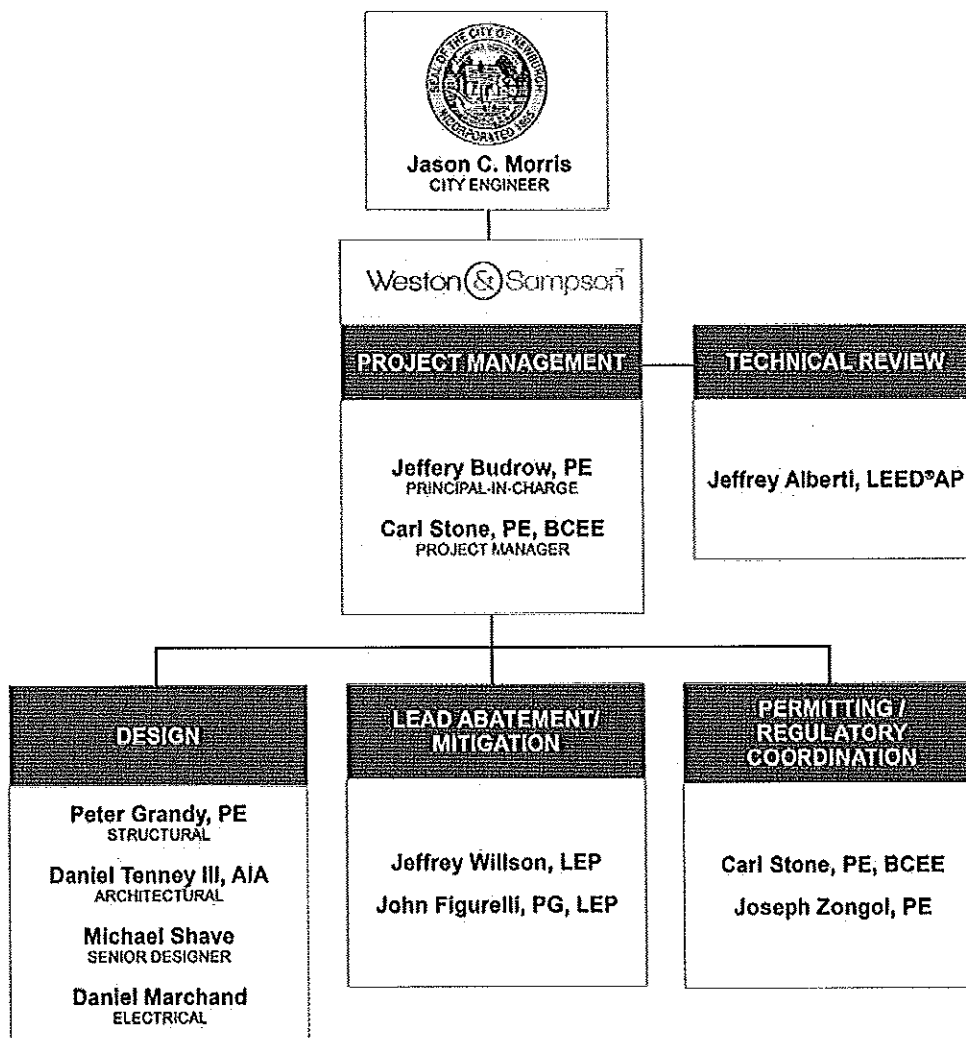
DESCRIPTION OF FIRM & STAFFING

(Weston & Sampson, PE, LS, LA, PC) in Hopewell Junction and Albany, New York, with support primarily from our offices in Rocky Hill, Connecticut, and Foxborough, Massachusetts.

A brochure summarizing our areas of specialization is provided at the end of this section.

STAFFING

Weston & Sampson has assembled a team of professionals experienced in facilities design for municipal structures, as well as environmental professionals and engineers experienced in lead abatement/mitigation, permitting, and regulatory coordination. The chart below identifies the key personnel on our team and their roles.



Resumes summarizing the qualifications and experience for each of our team members are provided on the following pages.

JEFFERY BUDROW, PE

BACKGROUND

2010-Present
Senior Associate
Weston & Sampson

2003-2010
President
J. Kenneth Fraser and Associates

1989-2003
Vice President, Engineering
J. Kenneth Fraser and Associates

1984-1989
Engineer
J. Kenneth Fraser and Associates

EDUCATION

1984
Master of Civil and Environmental
Engineering
Cornell University

1983
Bachelor of Science
Civil Engineering
Cornell University

PROFESSIONAL CERTIFICATIONS

Professional Engineer:
New York No. 063680-1
Vermont No. 5860
Massachusetts No. 35265

PROFESSIONAL ASSOCIATIONS

National Society of Professional
Engineers

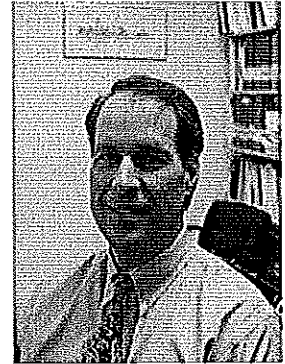
New York State Society of
Professional Engineers
Capital District Director 1991-1994
Competency Chair 1998-Present

American Council of Engineering
Companies

New York State Association of
Consulting Engineers
Eastern Region - Past President

Jeffery is a senior associate responsible for general administration and technical coordination of all consulting services offered by the firm for our Capital Region clients in New York, as well as many of our Berkshire County clients in Massachusetts.

Jeffery's consulting experience involves all aspects of civil engineering, including water supply and distribution, sanitary sewage collection, pumping and treatment, stormwater management, solid waste management facilities, roads and street design. Activities also include site development engineering, public school/college site design and master planning, environmental studies, hydrologic studies and community planning.



SPECIFIC PROJECT EXPERIENCE

Design Services for Educational Facilities, Various Locations. Provided site improvements and civil engineering design services for projects for more than 30 school districts, schools and educational sites throughout New York, including the Newburgh Central School District.

Synthetic Turf Projects, Various Locations. Oversaw synthetic turf projects for athletic facilities at various schools, including the Newburgh Enlarged City School District.

Water System Projects, Watervliet, New York. Principal-in-charge of numerous engineering projects over the last 20 years including the Dry River Upper and Lower Dam permitting, design, and construction; 8th Avenue water line replacement; and Service Reservoir Dam embankment improvements.

Various Water Improvements and Rehabilitation, Albany, New York. Provided services for the city's water system, including water distribution Improvements, water supply Improvements, and the Loudonville Reservoir rehabilitation.

Water Storage Tank Rehabilitation, Tannersville, New York. Principal-in-charge of assessment and engineering for rehabilitating the water storage tank for the Village water system including design of pump station and improvements to both Dibbles Dam and the Reservoir 3 Dam.

Building Design Projects, Various Locations. Project manager for building design projects throughout New York State, including preliminary design of City of Watervliet Civic Center renovations, including windows, doors, masonry repointing, and miscellaneous structural repairs

Environmental Permitting / SEQR Services, Various Locations. Manages all SEQR processes for municipal and academic projects, including:

- Environmental assessment forms and full environmental impact statements
- Special studies including wetland, traffic, and archaeology
- Hosting and moderating public hearings
- Preparation of finding statements and resolutions for adoption by sponsoring agency

BACKGROUND

2007-Present
Team Leader
Weston & Sampson

2006-2007
Senior Project Manager
Weston & Sampson

1988-2006
Associate
Malcolm Pirnie, Inc.

EDUCATION

1988
Master of Science, Environmental
Civil Engineering
Cornell University

1987
Bachelor of Science
Civil Engineering
Clarkson University

PROFESSIONAL REGISTRATION

Professional Engineer:
New York No. 069583
New Jersey No. 24GE05278000
Virginia No. 040953

PROFESSIONAL SOCIETIES

National Society of Professional
Engineers

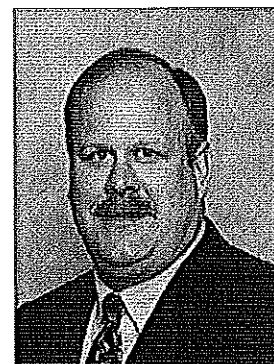
New York Water Environment
Association

Virginia Water Environment
Association

Water Environment Federation

American Academy of
Environmental Engineers

Carl is a team leader and environmental engineer with nearly 30 years of experience in wastewater planning and process engineering. He has extensive experience in the planning and design of wastewater treatment facilities and has worked on facilities ranging in size from 10,000 gpd to 370 mgd. His experience includes facility planning, process design, process optimization studies, and wastewater process modeling using the GPS-X and BioWin process models, as well as construction administration and coordination. His work has included the evaluation and design of a wide range of wastewater treatment systems.



SPECIFIC PROJECT EXPERIENCE

Chlorine Building Modifications, Village of Tuxedo Park, New York. Team leader for the design and oversight of various aspects of repairs, upgrades, and improvements for the wastewater treatment plant per NYSDEC regulations.

Stormwater Retrofits, East of Hudson Watershed Corporation, New York. Project manager for the evaluation, design, and construction of various stormwater improvement projects, including the design and construction of parking lot improvements at the Putnam National Golf Course in Mahopac, which included renovation of the existing gravel parking lot to include a subsurface stormwater collection, treatment, storage and infiltration system; new high-efficiency LED lighting; 60,000 square feet of combined pervious and impervious pavement; and architectural retaining walls, stairs, railings, and walkways.

On-call Village Engineer Services, Village of Tuxedo Park, New York. Reviewed projects for adequacy of sewer and water infrastructure and for compliance of stormwater management practices (both during and after construction) with the NYSDEC Stormwater Management Design Manual. Provided coordination assistance for the development of the village-wide sewer and water system GIS database and the development and ongoing implementation of the New York State DEC Region 3 mandated sewer system evaluation survey program.

Multiple Wastewater Treatment Plant Upgrades, New York City DEP, Catskill Region, New York. Project leader for a comprehensive 6-month pilot study of biological and chemical addition processes for nutrient removal conducted to evaluate process design requirements for four small wastewater treatment facilities as part of the NYCDEP's total watershed protection program. Responsible for day-to-day coordination of field and office activities including pilot system design, setup, operation, data tracking, and evaluation.

Rotating Biological Contactor Replacement, Hopewell, New York. Project manager for the evaluation of options for replacement of a rotating biological contactor unit at the Wildflower Hills townhouse complex WWTP.

Wastewater Treatment Plant Upgrade/Expansion, Kiryas Joel, New York. Served as lead process engineer for the evaluation and process design of the RBC upgrades to this 0.5-mgd facility, with expansion to 1 mgd and further expansion capability to 2 mgd.

PETER GRANDY, PE, LEED®AP BD+C

BACKGROUND

2013-Present
Chief Structural Engineer/
Project Manager
Weston & Sampson

2011-2013
Project and Senior Structural
Engineer
Pennoni Associates Inc.

1999-2011
Project and Senior Structural
Engineer
URS Corporation

1995-1999
Senior Structural Engineer and
Project Engineer
Westcott and Mapes

1984-1995
Senior Engineer
Maguire Group

1981-1984
Engineer
Doublewall Corporation

EDUCATION

1981
Bachelor of Science
Civil Engineering
University of Hartford

PROFESSIONAL REGISTRATION

Professional Engineer:
Connecticut #15495
New York
South Carolina
Vermont

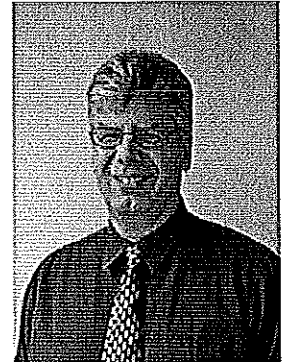
LEED AP BD+C ID No. 10419548

NHI - Safety Inspection of In-service
Bridges Certification - 2012

Certified Coating Inspector. License
No. 3328

Permit-Required Confined Space
Entrant, Attendant & Supervisor
Training (29CFR1910.146(G) (2102)

Peter has over 30 years of experience inspecting, studying and designing various structures throughout the Northeast. His areas of expertise include highway geometry and safety appurtenances, traffic control, geotechnical conditions, utility accommodation, right-of-way and property impacts, constructability, and construction oversight. His bridge-related experience includes condition inspection of bridges and culverts, load rating of existing and "as-designed" bridges, preparation of study reports and analysis for bridge-type selection, specifications, cost estimating and review of shop/working drawings. Peter has also been responsible for the structural evaluation and design of municipal facilities, schools, pools, and parking garages.



SPECIFIC PROJECT EXPERIENCE

Green/Hudson Parking Garage Rehabilitation/Repairs, Albany, New York. Project engineer responsible for preparing a condition report of the existing cast-in-place post-tensioned concrete parking garage. The report required an in-depth analysis and inspection of deterioration occurring at the concrete deck and beams at each level of the garage. Duties included the preparation of contract documents for the repair and rehabilitation of the existing four level parking garage.

Columbia Street Parking Garage Rehabilitation/Repairs, Albany, New York. Project engineer responsible for preparing a condition report of the existing prestressed concrete T-beam parking garage. The report required an in-depth analysis and inspection of deterioration occurring at the concrete deck and beams at each level of the parking garage. Prepared contract documents for the repair and rehabilitation of the existing two level parking garage.

Bristol Water Department Maintenance Garage, Bristol, Connecticut. Senior structural engineer responsible for the structural design of a maintenance garage for the Water Department. Work included the structural design of steel truss roof supported on masonry brick wall with a flow meter volume located 16 feet below the garage slab. Also included was the preparation of contract documents, technical specifications, and a construction cost estimate for this 1,200-square-foot building.

USPS Postal Facility, Bronx, New York. Senior structural engineer responsible for the design and modification of a United States Postal Service P&D Annex. Design included structural steel framing with cast-in-place concrete deck supporting a second floor drive-in loading dock, cast-in-place foundations for a first floor interior loading dock, and modifications and retrofitting of existing structure to support the additional loading requirements of the Postal facility. Responsible for preparation of contract documents and preliminary construction estimates.

Emergency Medical Service Station #11 Rehabilitation, Manhattan, New York. Senior structural engineer for performing visual field inspection, designing and developing details for repairs of deteriorated structural elements of the existing 18,000-square-foot three-story building. Responsibilities included the preparation of contract documents, technical specifications, and construction cost estimates.

DANIEL TENNEY III, AIA

BACKGROUND

2015-Present
Senior Project Manager/Lead
Architect
Weston & Sampson

2007-2015
Principal Architect
SEA / Kleinfelder

2003-2006
Architect
Ranere Associates, Inc.

2001-2002
Consultant
Paul Lukez Architecture

1998-2001
Senior Project Manager
Gorman Richardson Architects

1987-1998
Partner
Larkin Tenney Architects

1984-1987
Project Architect / Project Manager
Woo & Williams, Inc.

EDUCATION

1984
Masters of Architecture
Massachusetts Institute of
Technology

1977
Bachelor of Arts
Architecture
Yale University

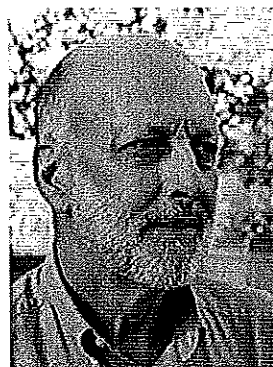
PROFESSIONAL REGISTRATION

Professional Architect:
Massachusetts No. 6688
Connecticut No. ARI.0012264
Maine No. ARI.0012264
New Hampshire No. 4375
Colorado No. ARC.00403003
Texas No. 6688

PROFESSIONAL AFFILIATIONS

American Institute of Architects
Boston Society of Architects
American Council of Engineering
Companies (BEC co-chair)
U.S. Green Building Council
(LEED GA)
NCARB (as IDP coordinator)

Dan is a senior project manager/lead architect at Weston & Sampson. He has over 30 years of experience in the design of new construction, the rehabilitation of existing structures, historic adaptation and re-use, commercial renovations, facilities assessments, project management, and planning. His project experience ranges from full building investigations to new building programming and design, exterior and interior rehabilitation, studies, reports, and campus planning.



SPECIFIC PROJECT EXPERIENCE

Water Treatment Plant, Hanover, Massachusetts.

Contract and technical reviewer for facilities assessment and upgrades at multiple buildings as part of a capital improvements plan for the town's water treatment infrastructure.

Building Information Modeling / GIS Projects, Various Locations. Principal architect on multiple projects using integrated BIM and GIS technologies, including renovations and new building projects, facilities assessments, and planning studies for federal, state, and municipal authorities and higher education clients. Provided planning and guidance for transition from AutoCAD 2-D design and production to full implementation of Revit-based 3-D BIM.

DPW/Natural Resources Facility Schematic Design, Orleans, Massachusetts. Lead designer and project manager for the development of site, building, and fueling facility designs for a consolidated Department of Public Works and Natural Resources facility to house nine separate town agencies within a new centralized structure.

Norwalk Pulse Point, Norwalk, Connecticut. Lead architect for the team that provided planning, permitting, and civil and architectural design services for a downtown "pulse point" facility for the Norwalk Transit District. Designed replacement for an open curb-side bus stop area with a new array of bus bays, sail-shaped translucent canopies, landscaping, seating areas, informational signage, improved drivers' facilities, and security features.

Department of Public Works Relocations and Addition, Framingham, Massachusetts. Provided concept development and BIM implementation for project visualization, programming, space planning, and coordination of civil, structural and architectural design, as well as daylight modeling for massing, sun shading, and curtain wall design. Addressed phasing strategies and temporary facilities to allow partial demolition and new construction within the existing building footprint in response to site, circulation, and environmental limitations. Provided for expanded operational space, new public and multi-use spaces, and a future emergency operations center.

Addition and Renovations to the Western Massachusetts Women's Correctional Center, Chicopee, Massachusetts. Lead architect for a multi-disciplinary team for the design and construction of a new independent medium-security housing unit, plus facility additions and renovations, for Massachusetts DCAMM, in close cooperation with the Hampden County Sheriff's Office.

MICHAEL SHAVE

BACKGROUND

2010-Present
Weston & Sampson
CAD Manager

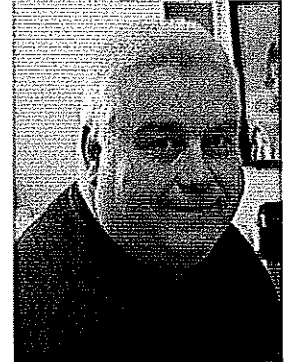
1989-2010
J. Kenneth Fraser and Associates
CAD Manager

EDUCATION

Associate Degree
Industrial Technology
Hudson Valley Community College

Certified ArcCAD Training

Michael has 30 years of experience as a design and engineering technician. He is the Manager of the firm's Computer Aided Design and Drafting Department and technical staff. He has also assumed responsibility for the firm's technical production and quality control. His strict attention to detail makes him an asset to any project with which he is associated. Michael has been responsible for municipal mapping; water, sanitary, and storm sewer system design; and report production. During his years with the firm, he has become a highly valued resource and is responsible for developing high quality reports and technical drawings.



SPECIFIC PROJECT EXPERIENCE

Building Designs, Various Locations. Project designer for the following facilities:

- Clubhouse/concession, West End ballfields, Colonie, New York
- Clubhouse and program shelter, Town Park, Halfmoon, New York
- Town Highway Department garage, Schodack, New York
- New Town Hall, Schodack, New York
- Upgrade of 1,200-square-foot building at sewage treatment plant, Bethlehem, New York
- 14,500-square-foot material recovery facility, Colonie, New York
- 14,000-square-foot material recovery facility, Fulton County, New York

Facilities Projects, Various Locations, New York. Project manager for a new office and restroom facility in Colonie, visual analysis of the Martin VanBuren Historic Site in Kinderhook, and the New Town Hall in Schodack.

Utilities Renovation, Watervliet, New York. Drafting and drafting supervision of many miles of urban street, water, and sewer main repairs and rehabilitation over a 2-year period.

CAD Production for Infrastructure, Various Locations, New York. Produced CAD drawings for several miles of street and infrastructure rehabilitation for the city of Watervliet and for water system improvements on Baker Avenue for the city of Cohoes.

Distribution System improvements for Water Districts 1 and 3, Schodack, New York. Provided services for construction of approximately 5,500 linear feet of 12-inch, 10-inch, 6-inch, and 4-inch diameter DIP water mains along with fire hydrants, valves and appurtenances. Also assisted with improvements to an existing pump house such as roof replacement, construction of an interior room, disinfection system, control system and well pump replacement. Provided construction services for a water system interconnection at a separate location, including a small wood-frame structure with back flow prevention, meter and automatic control valving, and the demolition of an existing well house, including removal of the structure, abandonment of wells, and removal of underground storage tanks.

DANIEL MARCHAND

BACKGROUND

2014-Present
Senior Electrical Engineer
Weston & Sampson

2012-2014
Electrical Engineer
BVH Integrated Services

2011-2012
Electrical Engineer
AHA Engineering

2008-2011
Electrical Engineer
Wright Pierce

2005-2008
Electrical Engineer
AHA Engineering

2003-2005
Electrical Engineer
Earth Tech

2000-2003
Electrical Engineer
Richard D. Kimball

1995-2000
Electrical Designer
Camp Dresser & McKee

EDUCATION

1997
Bachelor of Science
Electronic Engineering
Wentworth Institute of
Technology

Dan is a senior electrical engineer with more than 20 years of experience in the design of electrical systems for a wide variety of facilities, including colleges, laboratories, industrial, retail, mixed-use, municipal, healthcare, education, and other facilities. He has worked on projects from conception through construction, working closely with clients. His expertise extends to all aspects of project design, including system evaluations, load calculations, equipment sizing, code review, specification development, and construction administration.



SPECIFIC PROJECT EXPERIENCE

Town Hall Steam Boiler Replacement, Rhinebeck, New York. Providing new individual space temperature control and associated steam traps for this 1930s vintage historic 10,000-square-foot town hall in the Hudson River valley.

Pool Upgrade, Rosendale, New York. Provided complete electrical design for an upgrade to the existing pool. Electrical design consisted of new power, lighting and fire alarm systems to the pool equipment room as well as a completely new grounding and bonding plan for the pool.

Leominster Water Treatment Facility, Leominster, Massachusetts. Electrical design for the complete renovation of the water treatment facility.

Norton Water Treatment Plant, Norton, Massachusetts. Electrical design for the complete renovation of the water treatment facility including all power distribution, campus security system, fire alarm systems, and lighting systems.

Cooley Dickinson Hospital Medical Office Building, Northampton, Massachusetts. Electrical design for the complete renovation of the existing medical office building including all patient exam rooms, MRI rooms, office space and waiting areas.

Nantucket Wastewater Treatment Facility, Nantucket, Massachusetts. Electrical design for the complete renovation of the wastewater treatment facility including all power distribution, campus security system, fire alarm systems, lighting systems and a roof-mounted solar system.

Building Assessments, Shrewsbury, Massachusetts. Prepared a detailed electrical report of the existing conditions for all electrical systems including, power, lighting, fire alarm, security and tel/data within 10 of the town's buildings including schools, town hall, Police Station and Fire Station.

Bridgewater Town Hall, Bridgewater State University, Massachusetts. Electrical design for the complete renovation of the existing 75,000-square-foot Academy Building to turn the building into a town hall.

Bay Path Vocational Technical High School, Charlton, Massachusetts. Electrical design for the complete renovation of the existing 275,000-square-foot school.

HVAC Renovation, Mount Hope Christian School, Burlington, Massachusetts. Providing electrical design services for the HVAC renovation of the Mt. Hope Christian School.

JEFFREY WILLSON, LEP

BACKGROUND

2009-Present
Project Manager
Weston & Sampson

2006-2009
Associate
Anchor Engineering Services, Inc.

2002-2006
Project Manager / Senior
Consultant
Anchor Engineering Services, Inc.
Glastonbury, Connecticut

2001-2002
Senior Environmental Scientist
Vanasse Hangen Brustlin, Inc.
Middletown, Connecticut

1993-2001
Project Scientist
GEI Consultants, Inc.
Hartford, Connecticut

1991-1993
Environmental Scientist
EnviroScience Consultants, Inc.

EDUCATION

1990
Bachelor of Science
Environmental Earth Science
Southern Connecticut State
University

PROFESSIONAL CERTIFICATION

Licensed Environmental
Professional
Connecticut (CT LEP #448)

Licensed Asbestos Inspector &
Management Planner, Connecticut

Licensed Asbestos Project Monitor
Connecticut

Licensed Lead Inspector Technician
Connecticut

OSHA Hazwoper Training & Site
Supervisor Training

Jeff, a Licensed Environmental Professional with more than 25 years of experience, is responsible for conducting and managing environmental investigations and remedial oversight activities, and for permit preparation for a variety of environmental projects. He has considerable experience in underground storage tank (UST) and above ground storage tank (AST) removals; building characterization and demolition; regulated and hazardous waste identification; contract administration; preparation and implementation of remedial action plans; and designing and implementing water quality monitoring programs at solid waste facilities.



SPECIFIC PROJECT EXPERIENCE

Hazardous Material Assessment, First Church, West Hartford, Connecticut. Worked with an architect on the planned renovation and mechanical system upgrades of select areas within a church library. Inspected for asbestos-containing materials (ACMs), lead-based paint (LBP), polychlorinated biphenyl (PCB) containing equipment, and universal waste materials including mercury-containing switches and fluorescent light bulbs. Performed an evaluation of the indoor air quality for microbial growth (mold) and dust mite allergens. Summarized the results of the testing and inspections in a technical report, and used the information to prepare hazardous material abatement design documents and plans, and provide construction phase monitoring services (including abatement monitoring services).

Building Demolition and Hazardous Material Assessment for Electrical Substation, Eversource, West Springfield, Massachusetts. Project manager for the demolition of a two-story transformer repair house building for a major public utility (Eversource Energy). Coordinated inspections for asbestos-containing materials (ACMs), lead-based paint (LBP), universal waste materials, process equipment and piping filled with PCB-containing oils, PCB-containing building materials (caulking, glazing, etc.), and PCB-contaminated building materials (i.e. concrete floors, walls, etc.) caused by site operations.

Environmental Services for Mill Redevelopment, Willimantic, Connecticut. Provided environmental consulting services for the redevelopment of this seven-building mill complex situated along the east and western side of the Willimantic River in downtown Willimantic. Work included soil remediation, underground storage tank (UST) removals, asbestos and lead abatements, and chemical and transformer removals. Involved in all phases of the redevelopment plan, including the sampling and inventory of asbestos-containing materials and lead paint, and hazardous material abatement monitoring service.

Air Monitoring at Waste Processing Facilities, Various Locations, Connecticut. Performed periodic personal air monitoring for airborne asbestos and lead paint at CTDEEP-permitted solid waste processing facilities. Also inspected incoming solid waste loads for suspect asbestos-containing materials and lead-based paint.

JOHN FIGURELLI, PG, LEP

BACKGROUND

2017-Present
Vice President
Weston & Sampson

2003-2017
Project Manager
Weston & Sampson

2000-2002
Senior Project Manager
Diversified Technology Consultants

1998-2000
Project Manager
Sailer Environmental

1995-1998
Senior Project Scientist
SEA Consultants

1991-1995
Hydrogeologist
Heyen Teale Engineers

John is a Registered Professional Geologist and Licensed Environmental Professional with nearly 25 years of experience in hydrogeologic assessments, contaminant investigations, and remedial design and oversight. He offers experience in the areas of geology, hydrogeology, water supply, contaminant assessment, and soil and groundwater remedial design. John has performed contaminant assessment in New York, Connecticut, Rhode Island, Massachusetts, Vermont, and New Hampshire. He has provided professional environmental services to industrial, federal, state, and municipal clients. John has been responsible for conducting Phase I, Phase II, and Phase III site investigations, environmental impact assessments, and contaminant assessments. He has also developed remedial action plans and overseen underground storage tank (UST) removals and conceptual design and installation of groundwater and soil remedial systems. John has been responsible for waste characterization and management programs, facility decontamination and decommissioning, and stormwater pollution prevention planning.



EDUCATION

1991
Master of Science
Geology-Hydrogeology
Rensselaer Polytechnic Institute

1989
Bachelor of Arts
Geology
Colgate University

PROFESSIONAL REGISTRATION

Licensed Environmental
Professional; Connecticut No. 335
Professional Geologist:
Pennsylvania No. 001799G
New Jersey DEP Certified for
UST Subsurface Evaluation
No. 0016177

CERTIFICATIONS & TRAINING

1991
OSHA 1910.120 40-Hour
Hazardous Waste Site Operations
Training

1994
USGS Modflow Training

1992-2002
OSHA 1910.120 8-Hour Refresher
Course

SPECIFIC PROJECT EXPERIENCE

Environmental Assessment and Remedial Design, Various Locations, Northeast. Conducted over 100 Phase I/Phase II environmental site assessments in the states of Connecticut, New York, Vermont, Rhode Island, New Hampshire, and Massachusetts for numerous financial institutions, private owners, municipalities, developers, and attorneys. Assessments include test boring/monitoring well operations, groundwater and soil sampling, geophysical surveys, and report preparation.

Contaminant Assessment and Remedial Design at Former Industrial Site, Port Chester, New York. Hydrogeologist for this contaminant assessment and remedial design on a 10+ acre parcel for a future developer. Delineated petroleum hydrocarbon contamination emanating from an UST tank farm on site. Defined impacts to both soil and groundwater were defined and designed a site-specific remedial approach.

CERCLA Removal Action, Tuckahoe, New York. Project manager for the coordination, management and oversight of waste characterization, repackaging, container tracking and off-site disposal of nearly 1,700 containers of hazardous and non-hazardous materials.

South Main School Demolition, Monson, Massachusetts. Provided environmental services for the demolition of the former South Main School. Work included abatement of asbestos, excavation, stabilization, and off-site disposal of lead contaminated soil, and remediation of VOC-contaminated groundwater.

Site Demolition, Shelton Economic Development Corporation, Shelton, Connecticut. Project manager responsible for oversight of the demolition of the former Rolfite building. Demolition activities included the abatement of asbestos and lead paint hazards prior to building demolition.

Site Demolition, New Haven, Connecticut. Project manager for the oversight of building demolition conducted in preparation for the construction of a new school. Demolition activities included the assessment for asbestos, lead paint, and other hazardous building materials; and development of specifications for abatement.

JOSEPH ZONGOL, PE, NICET III

BACKGROUND

2008-Present
Project Engineer
Weston & Sampson

2008
Site Design Engineer
Civil 1

EDUCATION

2008
Bachelor of Science
Civil Engineering
(Minor: Science, Technology, and
Society)
Rensselaer Polytechnic Institute
(RPI)

PROFESSIONAL REGISTRATION

Professional Engineer:
New York #086584

PROFESSIONAL CERTIFICATIONS

NICET Level III
Underground Utilities Construction -
Water and Sewer Lines
OSHA 10 Hour Construction
OSHA 40 Hour HAZWOP

HONORS

Connecticut Society of Civil
Engineers, Member
2008-Present

Project Lead the Way
2000-2004

Joe provides design and inspection support on water/wastewater, transportation, traffic, and site engineering projects. He is proficient in engineering software programs, including AutoCAD, ERSI ARC GIS, RISA, PSpice, MiniTab, Maple, and Synchro.

SPECIFIC PROJECT EXPERIENCE

Chlorine Building Modifications, Village of Tuxedo Park, New York. Project engineer for the renovation of a chlorine feed building at a wastewater treatment plant, which included replacement of chemical tanks, pumps, piping, and the building's HVAC system, as well as structural redesign and electrical layouts. Prepared contract documents, construction specifications, and design drawings in conformance with NYSDEC and 10 State Standards. Coordinated the bidding process, reviewed bids, provided bidder recommendation, coordinated construction, and reviewed shop drawings.

Fuel Tank Replacement, Sullivan West Central School District, Jeffersonville, New York. Resident representative and project manager for the fuel tank replacement at the Sullivan West Elementary School, which included demolition of an existing underground fuel oil tank and associated piping, pumps, and controls; installation of a new tank, pipes, pumps, and monitoring system; pavement repair; and site grading. Responsibilities included coordination with the School District, project architect, and contractor.

Ulster County BOCES Site Improvements, Port Ewen, New York. Provided site engineering services for improvements to the campus, including parking lot reconstruction, ADA-compliant walkways, drainage improvements, a stormwater pollution and prevention plan and NYSDEC stormwater permitting, an outdoor seating area, planting design, and utility design.

Site Design for New Fire Station, Defreestville, New York. Provided site engineering services for the construction of a new fire station, including the parking lots, ADA-compliant walkways, drainage improvements (stormwater treatment and management systems), Stormwater Pollution and Prevention Plan and NYSDEC stormwater permitting, an outdoor seating pavilion, and planting and utility design.

East Village Water Main Replacement, Village of Tuxedo Park, New York. Project engineer for the design and permitting of a water main replacement under a state road, railroad, river, and thruway using multiple approaches, including pipe bursting and traditional open trench installation.

West Lake Road Water Main Replacement, Village of Tuxedo Park, New York. Project engineer for the design and permitting of a water main replacement.

Clubhouse Road Water Main Replacement, Village of Tuxedo Park, New York. Project engineer for the design and permitting of a water main replacement involving 900 linear feet of 8-inch ductile pipe, two wet taps, installation of two line valves, restoration of services for 20 users, asphalt pavement repair, abandonment of an existing 6-inch water main, and installation of a temporary, above ground water system during construction.



JEFFREY ALBERTI, LEED®AP

BACKGROUND

2017-Present
Vice President
Weston & Sampson

2007-2017
Team Leader
Weston & Sampson

2006-2007
Project Manager
Weston & Sampson

1992-2006
Gannett Fleming

EDUCATION

1992
Bachelor of Science
Civil Engineering
Villanova University

PROFESSIONAL REGISTRATION

LEED® Accredited Professional

PROFESSIONAL TRAINING

10-Hour OSHA Construction Safety
Training, # 001424873

With more than 20 years of experience, Jeffrey specializes in the planning, design, and construction of municipal Department of Public Works facilities. He has served in a project management and engineering role for more than 100 DPW facility related projects throughout the Northeast. Work assignments involve collecting data, performing concept studies and preliminary and final designs, and providing construction-phase services.

SPECIFIC PROJECT EXPERIENCE

Renovations and Additions to Existing DPW Facility, Falmouth, Massachusetts. Project manager for the design of renovations and additions to the existing Falmouth DPW facility. Interviewed DPW personnel to develop a space needs assessment for the facility.

New DPW Operations Facility, Franklin, Massachusetts. Project manager for planning, design, and construction-phase services for a new 32,000-square-foot public works facility and the renovation of 22,000 square feet of existing garage space. Provided spaces for administration, vehicle maintenance, indoor storage of construction vehicles, shop operations, and the storage and handling of materials.

Lowell Regional Transit Authority, Lowell, Massachusetts. Civil engineer for renovation of existing operations and maintenance facility.

New/Renovated Department of Public Works Facility, Chelmsford, Massachusetts. Project manager for the programming, design, and construction administration for the renovation/expansion of a 90,000-square-foot warehouse to support DPW operations. To secure the town's approval, programmed and designed the project in phases. Initial phases completed include office/employee facilities, trade shops, vehicle storage, and a salt storage structure. Remaining phases (to be constructed pending funding) include a vehicle maintenance area, vehicle wash, and fueling facility.

New Department of Public Works Facility, Hopkinton, Massachusetts. Project manager for the programming and design of a new 43,000-square-foot public works facility to replace the town's outdated DPW facility on a surrounded on three sides by wetlands. Design included obtaining approval from the local Conservation Commission for improvements associated with the new facility. Project includes a two-story office/employee support building with space for trade shops, vehicle maintenance, vehicle wash, and vehicle/ equipment storage, as well as a new salt storage structure and a new fueling facility. Work included development of a temporary operations plan to allow the DPW to vacate the site during construction and relocate to temporary facilities, enabling DPW operations to continue throughout the construction period.

Public Works Facility Evaluation, Springfield, Massachusetts. Prepared a cost/benefit analysis associated with the construction of a new public works vehicle storage garage to protect the city's multi-million-dollar fleet of vehicles and equipment.



Weston & SampsonSM transform your environment

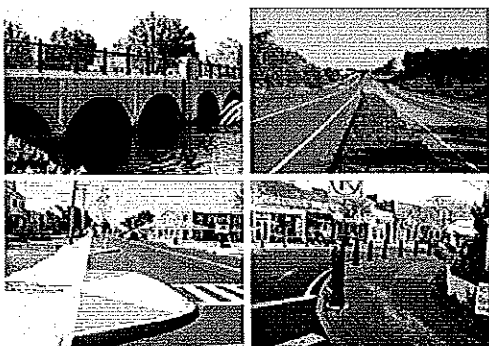
Weston & Sampson offers interdisciplinary design, engineering, and environmental consulting, as well as operations, maintenance, and repair services. Innovative and reliable, we've worked to improve the communities where you live, work, and play for more than a century.

restore

enhance

sustain

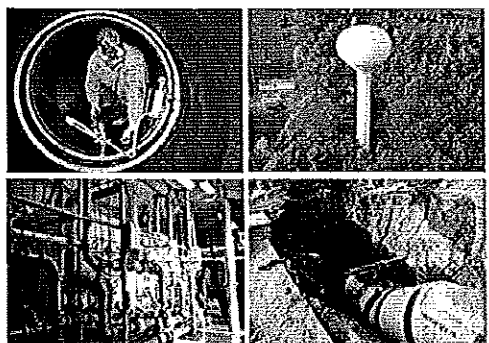
maintain



TRANSPORTATION

Highway & Local Road Design & Engineering

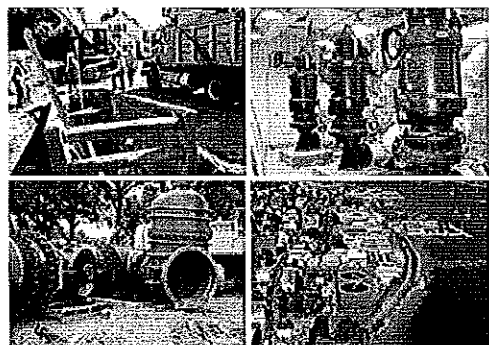
- Traffic planning and engineering
- Bridge Design
- Hydrology, Hydraulics, and FEMA
- Regulatory Coordination & Permitting (Federal, State & Municipal)
- Corridor and roadway improvements
- Signals and intersections
- Sidewalks and parking lots
- Causeways and streetscapes
- Bike paths including rail-trail designs
- Community facilitation and public participation



DRINKING WATER

Supply, Treatment, & Distribution

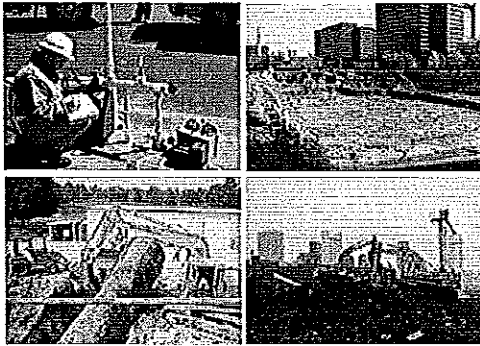
- New source approvals
- Well development
- Treatment plant improvements and new facilities
- Pilot studies
- Distribution system master plans and mapping
- Water storage tanks
- Booster stations
- Rate and meter replacement studies
- Cleaning and lining
- Unidirectional flushing programs



WASTEWATER

Planning, Collection, Treatment, & Rehabilitation

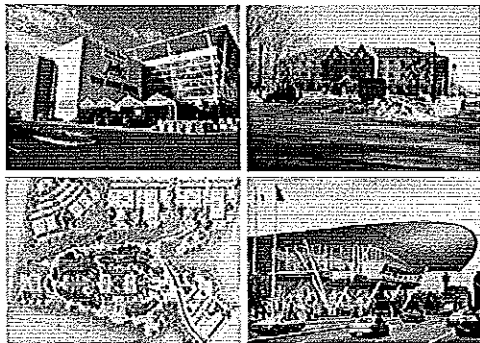
- Treatment plant improvements and new facilities
- Pump stations
- Infiltration/Inflow (I/I) & Sewer System Evaluation Survey (SSES)
- Innovative and alternative systems
- Needs assessments and decentralized planning
- Hydrogeologic investigations
- New sewer and septic systems
- Supervisory Control and Data Acquisition (SCADA)
- Betterment assessment and user fee support



ENVIRONMENTAL CONSULTING

Hazardous & Solid Waste

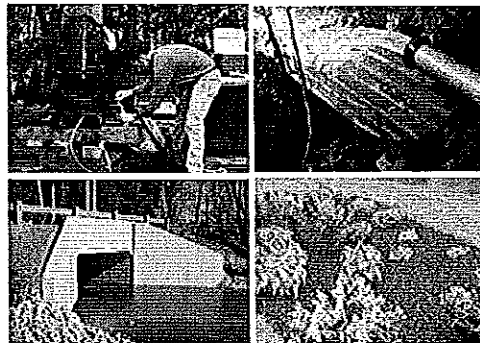
- Site assessment
- Remediation study, design, and construction services
- Demolition and hazardous materials
- Risk assessment
- Brownfields assessment, remediation, and redevelopment
- Emerging contaminants
- Emergency response
- Landfill closures, expansions, and post closure re-use
- Environmental monitoring
- Transfer stations and recycling and composting facilities



SITE/CIVIL DEVELOPMENT & SURVEY

Low Impact Development (LID), Smart Growth, & Cluster Designs

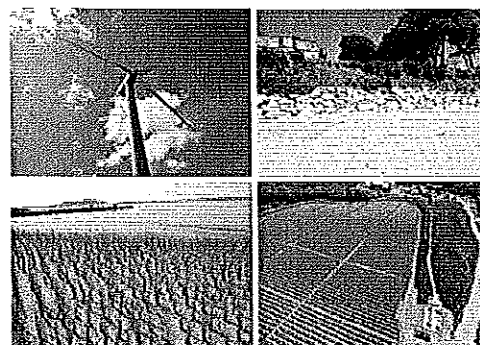
- Planning and pre-development support
- Low Impact Development (LID), smart growth & cluster designs
- Conceptual design and land use planning
- Permitting and natural resource protection
- Roadway/utilities/drainage; environmental assessment/remediation; landscape architecture
- Construction management
- Design/Build/Operate for water/wastewater
- Property boundary, planimetric, topographic, bathymetric, and ground control surveys
- Aerial photogrammetry, mapping, and land record research



STORMWATER & SURFACE/ GROUNDWATER

Water Resource Protection, Water Quality, & Flood Control

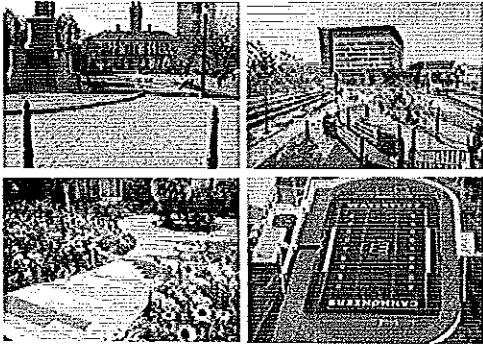
- Pipeline, culvert, and channel analysis/improvements and watershed management studies
- Treatment system and drainage pump station installation/replacement/rehabilitation design
- EPA Phase II compliance and Best Management Practices
- Nutrient loading studies and Total Maximum Daily Loads (TMDLs)
- Wetland protection and replication, permitting, and public bidding
- Construction administration/resident representation
- Rain gardens, green/LID practices, and retention/detention basins
- Stormwater recovery and reuse



ENERGY/SUSTAINABILITY/RESILIENCY

Sustainable, Adaptable, and Resilient Infrastructure Solutions

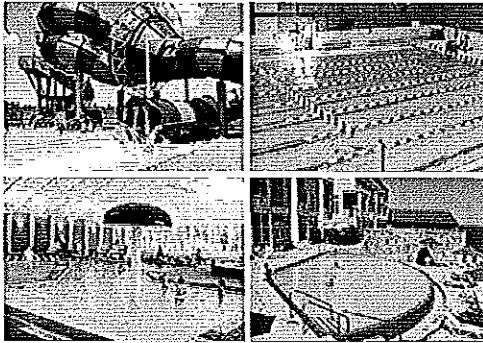
- Renewable energy resource evaluation
- Site feasibility analysis
- Project development and procurement
- Environmental permitting and resource management
- Site engineering / LEED & LID designs
- Infrastructure and coastal resiliency
- Energy audits/design/construction
- Cost estimating
- Public outreach
- Construction oversight



LANDSCAPE ARCHITECTURE

Visioning & Implementation

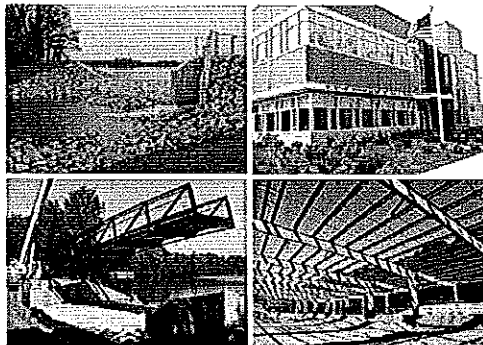
- Recreation (parks, playgrounds, ball fields/stadiums, skate parks, wet spray play areas)
- Streetscapes (including context sensitive designs)
- Urban design (city/town commons, plazas, and parks)
- Open space projects and nature trails
- Historic restoration
- Waterfronts and riverwalks
- College/university facilities
- Monuments/memorials
- Public participation



AQUATICS

Waterpark, hospitality, municipal, academic, and international services

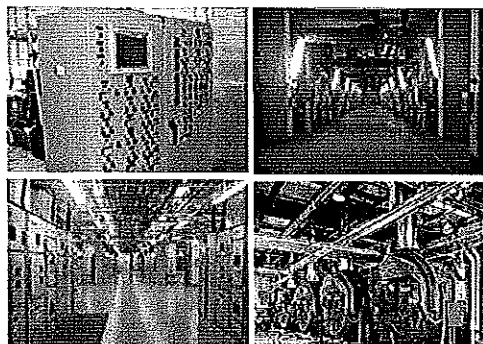
- Master planning
- Facility evaluation
- Schematic, mechanical, structural, and electrical design
- Waterpark design and theme development/design
- Competition/collegiate-level, rooftop, resort/hotel, and municipal/institutional pools
- Fountain, splashpad/spray park, and multi-generational facility designs
- Construction management, maintenance, and repair
- Operations and equipment



GEOTECHNICAL, STRUCTURAL & FACILITIES

Public/private site and building development

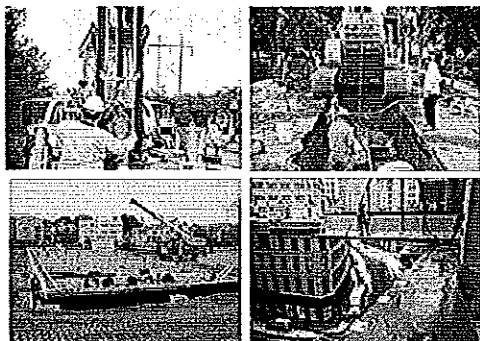
- Shallow and deep foundations and substructure design
- Trenchless technologies, deep excavation, soil improvement, and groundwater control
- Geotechnical instrumentation and monitoring / rock blasting and vibration monitoring
- Structural framing for new construction and additions
- Engineering design for dams, dikes, embankments, retaining walls
- Design, coordination, and monitoring of subsurface exploration programs
- Stability analyses, subsurface investigations, condition inspections/assessments
- Structural restoration and rehabilitation
- DPW facility programming/design, fleet operations, and industrial equipment selection
- Cost/feasibility studies, and construction administration/observation



MEP/ENERGY

Traditional HVAC/Mechanical, Electrical, Resource Conservation, Distributed Energy

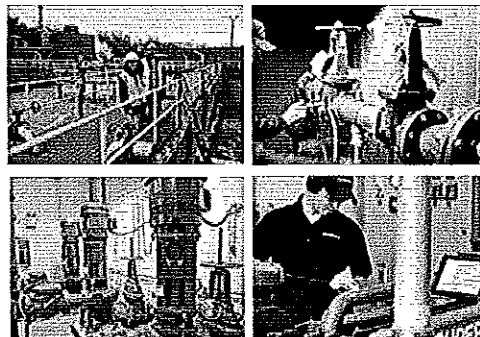
- Engineering and design
- Resource conservation
- Energy, water, operations and materials
- Distributed Energy
- Generation, cogen, steam, chilled water, renewables
- Audits and feasibility assessment
- System optimization
- Construction oversight
- Owner's representative



CONSTRUCTION & CONSTRUCTION MANAGEMENT

Contracting, Design, Supervision/Oversight, Maintenance, & Repair

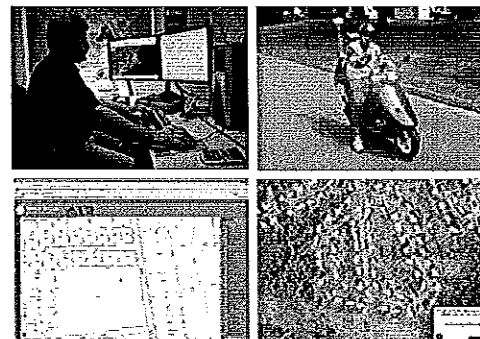
- Construction engineering, inspection, management/administration, resident representation, and oversight
- Construction contracting and design/build services
- Swimming pool design, construction, upgrades, maintenance, and repairs
- Electrical/instrumentation services (pumps, motors, controls, valves, pipes, HVAC, filters, drains)
- Preventative maintenance, troubleshooting, and 24x7 emergency repairs
- Shop drawing, constructability, and construction claim reviews
- Field consultations
- Change order negotiation
- Accurate bidding and construction documents
- Community/public relations



OPERATIONS, MAINTENANCE & TRAINING

Licensed Engineers/Tradespeople, Certified Operators, & Expert Technicians

- Repair and maintenance services (preventive, scheduled, and emergency corrective)
- 24x7 emergency response
- Contract operations for public/private facilities
- Cross connection programs and surveys
- Backflow device testing, repair, and installation
- Swimming pool operation, maintenance, and repair
- Unidirectional flushing (UDF) programs and services
- On-the-job and classroom training



TECHNOLOGY

Data and Resource Management Solutions & GIS/GPS

- Needs assessments and pilot programs
- iDataCollectSM field data collection platform
- GPS mapping and asset locating services & web-based GIS
- Supervisory Control and Data Acquisition (SCADA) and Instrumentation and Controls (I&C)
- Database management and data model integration and compliance
- Record digitization/data conversion and document access management
- Infrastructure modeling and design/build services
- Resource integration and optimization, facilities management planning, and project implementation
- Hardware/software acquisition, application development, mobile data platforms, and cloud-based solutions
- Training, startup, technical support, and energy conservation services

Weston & SampsonSM transform your environment

800.SAMPSON

westonandsampson.com

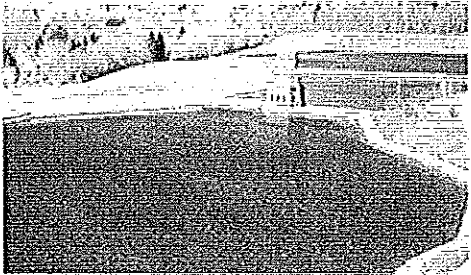
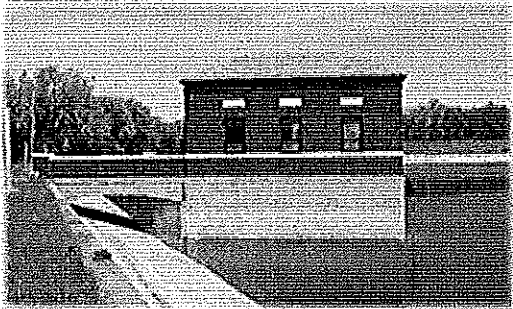
Offices in: MA, CT, NH, VT, NY, NJ, PA, SC & FL

5 Centennial Drive, Peabody, MA 01960 (HQ) • tel: 978.532.1900

RELEVANT EXPERIENCE

Weston & Sampson has experience working on buildings of historic character and in architecturally and environmentally sensitive areas. Our in-house architects also have experience meeting the needs of projects in historic districts. In the following table, we highlight selected building projects that have relevance to your project.

We would be pleased to provide any additional information about our projects upon request.

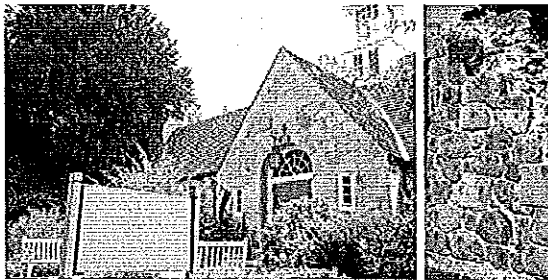
Experience with Historic Building / Site Projects	
	City of Albany, New York Structural/Architectural Gatehouse Improvements ▪ Assessment and design of improvements to two gatehouses at the Loudonville Reservoir constructed in the early 1900s ▪ Repointing of masonry, new windows, building envelope, lighting and grating/ floor penetrations ▪ Instrumentation for chlorine measurement and system monitoring and recording
	City of Albany, New York New Rechlorination Building ▪ Design of a new rechlorination building ▪ Brick structure, hip roof, monorail system, and chlorine storage and injection, monitoring and recording
	City of Cambridge, Massachusetts Cambridge Reservoir Gatehouse Improvements ▪ Design, bidding and construction phase services for the Winter Street and Trapelo Road Gatehouses ▪ Structural and architectural improvements ▪ Replacement of sluice gates and stoplogs

Experience with Historic Building / Site Projects



**City of Peabody, Massachusetts
Coolidge Avenue Water Treatment Plant
Improvements**

- Historic building renovation
- Replication of original building windows
- Addition to original building



**Town of Wellesley, Massachusetts
Wellesley Hills Library Building Repairs**

- Historic building renovation
- Wellesley Historic Commission



**Boston Water & Sewer Commission
Back Bay Fens Gate House Renovation**

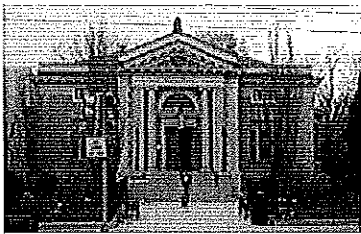
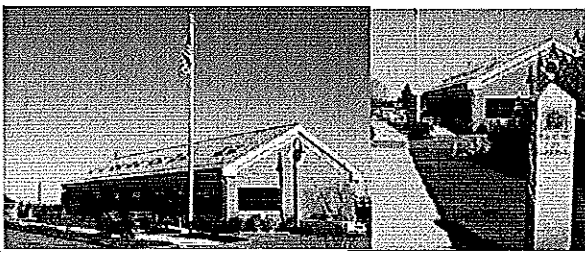
- Historic building renovation
- Located in F.L. Olmstead's Emerald Necklace
- Functional gate system and building repairs



**Town of Nantucket, Massachusetts
Surfside Road Pump Station**

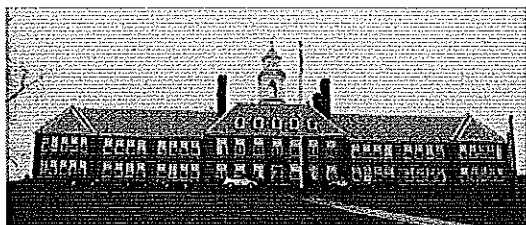
- Design by Weston & Sampson in 1985
- Architecture designed to blend with local building styles

RELEVANT EXPERIENCE

Experience with Historic Building / Site Projects	
	Town of Winthrop, Massachusetts Police Station Renovation – Metcalf Square Post Office Building ▪ Historic building renovation ▪ National Historic District
	CCRTA – Hyannis, Massachusetts Hyannis Transportation Center Analysis and Repairs ▪ Building renovation ▪ Specialized materials ▪ Analysis of building envelope
	City of Somerville, Massachusetts East and West Branch Library Study ▪ Historic building ▪ State and National Register
	City of Quincy, Massachusetts The Strand Pump Station ▪ Architectural treatment for coastal neighborhood ▪ Resilient design of building in coastal flood zone
	City of Newburyport, Massachusetts WWTF Operations Control Building ▪ Architecture to complement area ▪ Maintain sight lines to water ▪ LEED® designed building ▪ Incorporated Harborwalk access ▪ Resilient design in flood zone

Weston & Sampson has also completed numerous hazardous materials abatement projects, including those involving lead abatement, permitting support, and work within historic structures. The table on the following page summarizes our relevant work on selected projects.

Experience with Hazardous Materials Abatement Projects



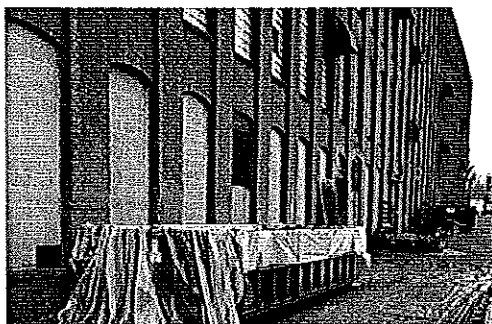
**Sullivan West Central School District
Jeffersonville, New York
Fuel Oil UST Replacement**

- Design, bidding and construction phase services for this fuel oil underground storage tank replacement
- Soil remediation and tank closure report preparation.
- NYSDEC bulk petroleum storage permit modifications



**Western Massachusetts Electric Company
Transformer Repair House
Environmental Services**

- Evaluation of hazardous materials, including asbestos-containing building materials, lead-based paint, PCB-containing materials, mercury-containing controls/switches, and fluorescent lights
- Demolition of a transformer repair house
- Technical specifications to abate and/or remediate hazardous building materials



**City of Holyoke, Massachusetts
Hazardous Materials Removal at the Former Hart
Wool Combing Site**

- Abatement design services for the former Hart Wool Combing Site.
- Buildings containing asbestos-containing materials, lead-based paint, hazardous building components, bulk hazardous material, and chemical storage containers



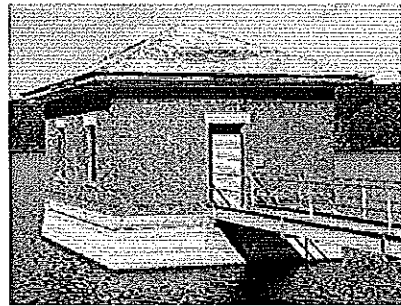
**City of Springfield, Massachusetts
Chapman Valve Manufacturing Facility
Demolition and UST Removal**

- Former ship valve manufacturing facility
- Site investigation and abatement of hazardous materials
- Design, cost estimating, contract administration, and construction oversight

PROJECT UNDERSTANDING

The City of Newburgh's Washington Lake Raw Water Intake Gatehouse is in need of rehabilitation. While the brick exterior and most of the brick interior are in reasonable shape, several areas require attention:

- Deterioration of the wood frame and asphalt shingle roof (much of which was a repair/replacement for the original) to the point where it has a large hole
- Many missing shingles and fascia trim
- Exposed roof decking
- Wood windows and doors in poor condition
- Presence of lead in paint on the interior walls, three existing steel beams, and part of the roof



The City recently installed a new level sensor and will be installing a new electrical panel, intake screens, and screen hoists within the building. The City's budget is limited for this work and, as such, the scope of work is also limited to:

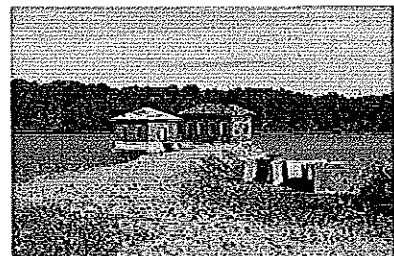
- Repair/replacement of the roof structure and deck
- Mitigation of the interior lead paint
- Refurbishment or replacement of the windows and rear door, as appropriate
- Replacement of the main access metal roll-up door with a new electrically operated roll-up door
- Addition of interior and exterior lighting with associated electrical conduit and wiring, including a power feed for new hoist equipment to be procured separately by the city

The exterior walls of the building are in good condition and therefore no work is anticipated here except for incidental repair of any brick damaged during the work.

The facility is a simple small, single-room brick structure with basic power and light requirements to support minor mechanical equipment and occupancy. Most of the design work involves development of simple descriptive plans with appropriate architectural details and complete technical specifications including hazardous materials handling and disposal requirements. Provisions for protection of the lake from demolition and construction debris and contamination will also need to be specified.

During development of the design and construction specifications, the implementation and execution of the proposed repairs and lead remediation must be considered, and construction documents prepared that support the lowest cost approach that meets regulatory requirements. The design, therefore, must consider encapsulation of paint, rather than total removal, since all the interior walls, steel hoist beams, windows, and portions of the roof are painted, and it could be costly for paint to be removed in its entirety, and doing so may be a higher risk option.

In addition, the access to the structure is limited to a narrow steel foot bridge approximately 35 feet long at the end of a longer earth causeway allowing only single vehicle lane access. The structure itself is free-standing within the lake, which is a drinking water source. Access for a crane or other mechanical lift equipment large enough to facilitate the work from shore is prohibitive, and limits the available approaches to demolition and construction to smaller portable mechanical equipment, hand-held tools and manual labor. Protection of the lake from debris and contamination will also likely require some innovative thinking particularly relative to the roof removal.



PROJECT NARRATIVE & SCHEDULE

Weston & Sampson has successfully designed and managed the construction of similar demolition and construction work on historic buildings and facilities that sometimes require unique approaches to protect existing structures and facilities. We have several viable approaches that could be employed for this project and will structure the specifications to support those approaches.

SCOPE OF SERVICES

Weston & Sampson proposes to provide the following design-related services for the upgrade of the Washington Lake Intake Gatehouse.

Project Kickoff Meeting/ Data Gathering/ Permitting Needs Confirmation

The City has provided the existing original design drawings for the structure, and hazardous materials investigations have been completed indicating only the presence of lead paint on the building interior surfaces. Due to the building simplicity, little more than field confirmation of certain details is necessary. A more significant concern is the extent of permitting requirements due to the location and age of the building. Protection of the lake during demolition and construction activities is expected to be the most critical consideration and may involve permitting or, at a minimum, review and approval from the Department of Health and perhaps NYSDEC relative to project execution and lead paint mitigation approach. In addition, because of his historic nature, SHPO will (at a minimum) need to be informed and likely comment on the design. The only significant visual change to the building will result from the City's desire for metal roofing. We do not anticipate significant objection on this from SHPO as metal roofing in a number of forms has been used historically on similar buildings, and the distance from "visual receptors" that could be impacted by the change is significant. With reasonable choice of color and style, this is not likely to require special consideration. Each of these agencies will need to be informed of the project and their level of involvement confirmed.

Therefore, we propose to conduct an initial site visit to field confirm various physical building information to support design. We believe it would also be beneficial to invite a representative from each of the agencies mentioned to participate in a short site walk to discuss the extent to which they are to be involved. In our experience, this is the best way for agency personnel to understand the project in context. Our scope includes a site visit to obtain any necessary field information and coordination, and attendance at a project kickoff meeting with the City, to which agency representatives would be invited. We anticipate performing the field inspection and kickoff meeting on the same day if possible. However, given the proximity to the site of our Hopewell Junction office, if scheduling doesn't allow this in a timely manner, our project manager can be available any time to meet with representatives as necessary.

We will reach out to these agencies immediately upon authorization by the City to confirm availability and schedule a meeting. Regardless of their availability, if selected, we will seek to schedule the kickoff meeting with the City within 2 weeks of notice to proceed.

Detailed Design

The available record documents have already been provided and, therefore, if selected, we will also commence development of a proposed construction approach and detailed design documents almost immediately upon notice to proceed. The detailed design will include the following items:

- Demolition and reconstruction of the entire existing roof and wood structure above the top level of the brick walls. New roofing material shall be metal, with a color option at the City's discretion. The demolition of the roof shall include appropriate mitigation of lead paint.
- Replacement of the existing manually operated roll-up metal door at the entrance of the gatehouse with a new metal roll-up door which shall be electrically actuated with access via a security keypad on the front exterior face of the gatehouse.

- Sandblasting, chemical or other paint removal method on the three overhead steel beams and or removal and replacement and specifications for surface preparation and repainting in either case. Demolition of the existing steel beams, if more cost effective, shall include appropriate mitigation of lead paint.
- Tuck pointing of any loose brick encountered within the interior of the intake structure.
- Electrical plans for new breakers, wiring, and light fixtures on both the interior and exterior of the structure; several duplex receptacles inside and power feeds to supply the new electric beam trollies; and hoists to be procured and installed by the City. New breakers will be installed within the new 100-amp, 240-volt electrical panel inside the gatehouse, with both the panel and service being provided separately by the City.
- Removal of any loose paint on the interior of the structure including appropriate mitigation of lead paint. Based on our initial site visit, the extent of the paint, and the fact that most of it generally appears to be well adhered, we anticipate that encapsulation will be the least costly approach; however, complete removal will be considered if required.

The City has already conducted the necessary hazardous materials testing, and therefore our scope does not include any further testing, abatement, or remediation of additional environmental hazards beyond the lead paint identified by the City in the RFP.

50% Submittal

We will summarize our design in preliminary specs and drawings, provide product cut sheets for the available equipment options, and provide a general construction plan which will be submitted to the City for review as our 50% deliverable. We will then meet with the City to present these plans for discussion, and obtain direction on the approach for moving forward. We will also, upon approval from the City, share these with the involved agencies mentioned to obtain their preliminary feedback. Permitting services as discussed further below.

90% Submittal

Once comments from the City have been received, the design will be advanced to a 90%, incorporating the City's comments and any input from regulatory agencies. The 90% documents will then be submitted to the City for review and final comments. We anticipate the documents will include:

- Complete design drawings with necessary plans, sections, and details that clearly depict the work
- An electrical drawing including one-line diagram for the required work
- Construction specifications that clearly establish the environmental protection requirements for the project and suggested methodologies
- Construction specifications that fully describe the quality of the equipment and materials and control of the work
- Draft EJCDC "front end" documents including:
 - Advertisement for Bids
 - Information for Bidders
 - Bid Form, Agreement
 - Performance Bond
 - General and Special Conditions
 - Standard Agreement for Construction Services

We anticipate the City will provide any other related specific agreement forms or other documents required to be included in (or replace) the standard EJCDC contract documents.

We will meet with the City to review final comments and gain concurrence on final revisions to the documents. We will then incorporate comments from the City as appropriate. Our cost proposal is based on addressing one consolidated set of 90% comments from the City.

Final Documents

Weston & Sampson will then assemble the design documents into the 100% bid set incorporating the City's comments. Our cost proposal anticipated providing two paper copies of the bid documents and an electronic set of documents for the City's use in bidding.

Bidding Phase

We understand that the City will advertise and post the documents on their website for bidders.

Once the project has been advertised for bid, Weston & Sampson will:

- Attend the pre-bid meeting at the site.
- Prepare and distribute responses to comments from bidders through the City.
- If requested, attend the bid opening.
- Review bids for completeness, sufficiency of qualifications, and price, and provide a recommendation for award to the City. We understand the City will receive bids and forward copies to Weston & Sampson.

After receipt of bids and recommendation of award, Weston & Sampson will be available to answer questions from the City on technical issues that may arise during the final negotiation and contract execution process.

Construction Phase

Once the construction contract is in place, Weston & Sampson will provide shop drawing and submittal review services. As specified in the RFP, our proposal does not include construction project oversight, management, or inspection.

Permitting/Regulatory Coordination

As noted previously, given the fact that the gatehouse sits directly in Washington Lake, a public drinking water source, we anticipate that while there is no specific permit required by the Department of Health, they will (at a minimum) want to review and comment on the project plans and specifications. Weston & Sampson is familiar with coordinating work with DOH and is prepared to provide support to the City in doing so to obtain project approval.

The structure is a historic building and as such the SHPO must be given notice of the work. We do not anticipate that SHPO will object to the project due to several factors:

- The roofing has already been replaced once.
- Other changes to the building's visual appearance (windows and doors) will be designed to match the existing to the extent possible.
- The roof level of deterioration is significant.
- There is very limited visual impact due to the access restrictions and distance from visual receptors.

Nevertheless, we will provide them with plans and specifications as well as a brief project narrative on the City's behalf, to obtain project approval.

PROJECT NARRATIVE & SCHEDULE

While lead paint mitigation is required here, the EPA Lead Abatement Rule requirements do not directly apply to these types of structures and, therefore, we do not anticipate that there are any special coordination requirements with EPA. As such, our proposal does not include any coordination with EPA or the State on this issue. We will confirm any other possible involvement of NYSDEC, but we do not envision any special permits are required from them.

Lastly, we expect that the City will coordinate internally with regard to City Building Department Review and permitting.

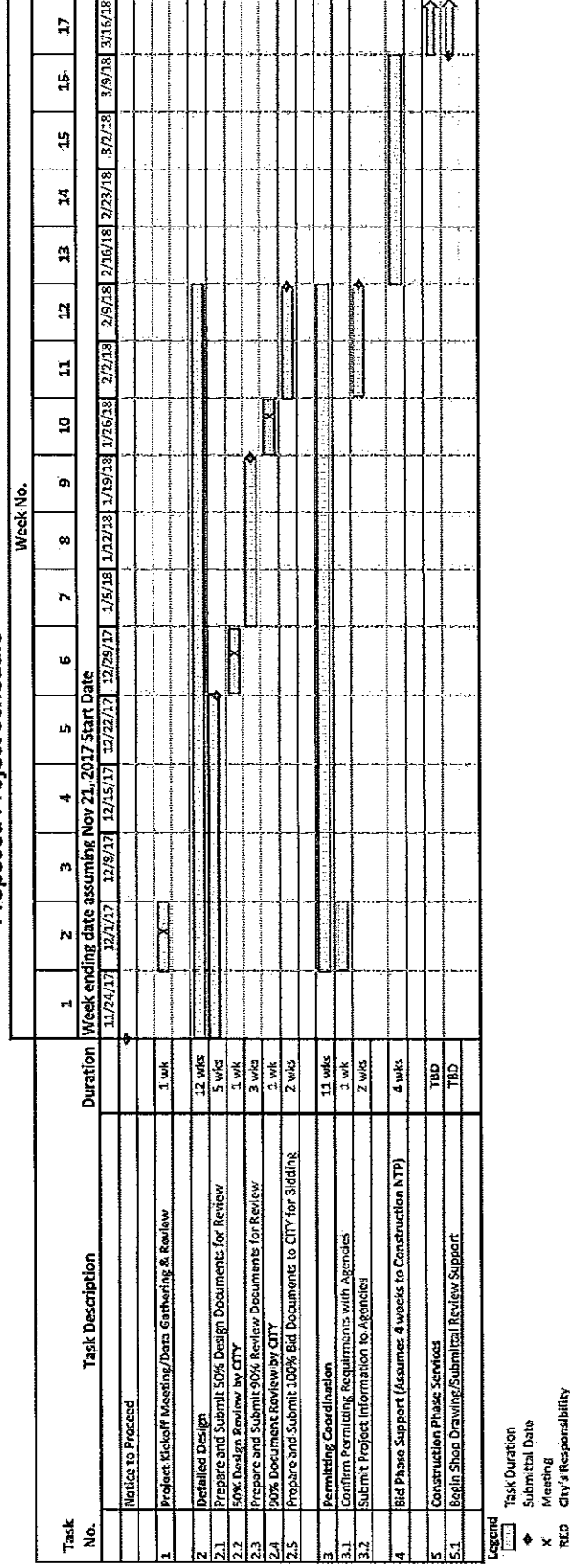
Our cost proposal does not include payment of any permitting fees by Weston & Sampson. We assume any necessary permitting fees will be paid directly by the City or the construction contractor as appropriate.

PROJECT SCHEDULE

Our proposed project schedule of project deliverables (50%, 90% and final drawings) is shown on the following page. As required, this schedule assumes a November 21, 2017 start date and allows approximately a one-week duration for City review between submittal milestones.

PROJECT NARRATIVE & SCHEDULE

City of Newburgh, NY - Rehabilitation of the Washington Lake Intake Gatehouse Proposed Project Schedule



Legend
 ◆ Task Duration
 ◆ Submittal Date
 X Meeting
 RED City's Responsibility

IN-HOUSE SERVICES & INSURANCE

IN-HOUSE SERVICES

As a multidiscipline, full-service firm, Weston & Sampson will provide all services in-house. We do not anticipate using any subconsultants at this time.

INSURANCE

We have also provided a copy of our current insurance certificate for your review. Upon selection, we will work with you to ensure appropriate coverage for this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2017

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 Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Construction PHONE (A/C, No. Ext): (508) 651-7700 FAX (A/C, No.): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co 25224 INSURER B: Starr Indemnity & Liability Co. 38318 INSURER C: Lexington Insurance Co. INSURER D: INSURER E: INSURER F:
INSURED WESTON & SAMPSON PE, LS, LA, PC WESTON & SAMPSON LAND SURVEYORS, INC 5 Centennial Drive Peabody MA 01960	

COVERAGES CERTIFICATE NUMBER MASTER 2017.5 PROF LIAB REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR		GLE200736514	1/1/2017	1/1/2018	MED EXP (Any one person) \$ 15,000
	☒ Contractual Liability					PERSONAL & ADV INJURY \$ 1,000,000
	☒ coverage per policy form					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
☐ POLICY ☒ PROJECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY		MAA2007361-14 MA	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ ANY AUTO		BAP2007360-14 AOS	1/1/2017	1/1/2018	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ COMP/COLL	☒ \$1,000 DED				\$
B	☒ UMBRELLA LIAB	☒ OCCUR	1000022452	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 10,000,000
	☐ DED ☐ RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WCA200737014	1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY		031710990	7/3/2017	7/3/2018	PER CLAIM \$3,000,000
						ANNUAL AGGREGATE \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

"PROPOSAL USE ONLY"

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

John Koegel/PMA

ACORD 25 (2010/05)

INS025 (2010/05) 01

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FEE PROPOSAL

Weston & Sampson proposes to perform the scope of work as specified herein for a total not to exceed, without prior written authorization, lump sum fee for labor and expenses of:

\$14,500.00 (Fourteen Thousand Five Hundred dollars).

Our fee does **not** include the following items as noted in our scope of work:

- Testing, abatement, or remediation of additional environmental hazards beyond the lead paint identified by the City in the RFP
- Construction project oversight, management, or inspection
- Payment of any permitting fees

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF New York)
COUNTY OF Albany) SS

I, JEFFERY F. BUDRAW of the (City, Town) Village of COLONIE
in the County of ALBANY in the State of NEW YORK
of full age, being duly sworn according to law on my oath dispose and say that:

I am JEFFERY F. BUDRAW an officer of the firm of WESTON & SAMPSON P.E., L.S., L.P.C.
the vendor 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 indirectly, 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 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
such Contract upon an agreement or understanding for a commission, percentage, brokerage or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by N/A (Name of Agency)

Subscribed and sworn to by: _____

(Signature in Blue Ink)

JEFFERY F. BUDRAW

(Print or type name and title of individual that signed above)

Before me this 10th day

of October, 2017

Amy B Patton
(Notary Public Signature)

Notary Public of State of New York

My commission expires May 28 2021

Affix Notary Stamp/Seal

AMY B PATTON
NOTARY PUBLIC STATE OF NEW YORK
ALBANY COUNTY
LIC. # 01PA6282863
COMM. EXP. 5/28/21

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

Form 'A'

Acknowledgement of Addendum No. 2

Request for Proposal

RFP #19.17

for

Professional Engineering Services

for the

Rehabilitation of the Washington Lake Intake Gatehouse

I, JEFFERY F. BUDROW, acknowledge receipt of the above-referenced Addendum dated Wednesday, October 11, 2017 and agree that he/she is bound by all Addenda, whether or not listed herein, and has taken the information contained therein into consideration in preparing our response to the above Proposal.

By:

[Signature]
Signature of Proposer (in blue ink)

Date:

10/11/2017

WESTON & SAMPSON PE, LS, LA, PC

Name of Proposer

WESTON & SAMPSON PE, LS, LA, PC

Proposer's Business Name

Form 'A'

Acknowledgement of Addendum No. 3

Request for Proposal

RFP #19.17

for

Professional Engineering Services

for the

Rehabilitation of the Washington Lake Intake Gatehouse

I, JEFFERY F. BUDROW, acknowledge receipt of the above-referenced Addendum dated Thursday, October 12, 2017 and agree that he is bound by all Addenda, whether or not listed herein, and has taken the information contained therein into consideration in preparing our response to the above Proposal.

By:  Date: 10/12/2017
Signature of Proposer (in blue ink)

WESTON & SAMPSON PE, CS, LA, PC
Name of Proposer

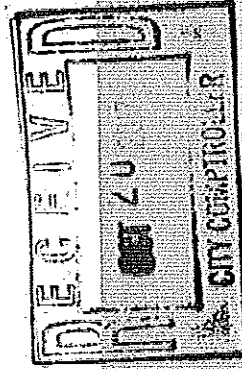
WESTON & SAMPSON PE, CS, LA, PC
Proposer's Business Name

Weston & Sampson .SM

Weston & Sampson, PE, LS, LA, PC
1 Winners Circle, Suite 130, Albany, NY 12205
Tel: 518-483-4400

City of Newburgh
Comptroller's Office
83 Broadway, Fourth Floor
Newburgh, New York 12550
Attention: Kathryn Mack, City Comptroller

Re: RFP #19.17
Rehabilitation of the Washington Lake Reservoir Intake
Gatehouse



10:20am

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
CITY OF NEWBURGH, NEW YORK
AND
WESTON & SAMPSON, PE, LS, LA, PC

THIS AGREEMENT is made this _____ day of _____, 20__, by and between The City of Newburgh, NY, hereinafter called the OWNER and WESTON & SAMPSON, PE, LS, LA, PC, with offices at 2537 Route 52, Building 3, Suite 1, Hopewell Junction, NY 12533, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services hereinafter described

Preparation of signed and sealed plans, specifications, and bid documents for the Rehabilitation of the Washington Lake Intake Gatehouse

hereinafter called the PROJECT.

- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

2.1 PROJECT KICKOFF MEETING/ DATA GATHERING/ PERMITTING NEEDS
CONFIRMATION

ENGINEER will conduct an initial site visit to field confirm various physical building information to support design and attendance a project kickoff meeting with the City.

We will upon approval of the OWNER contact applicable permitting agency representatives and invite them to participate in the kickoff meeting/site walk to gain preliminary confirmation of permitting requirements.

2.2 DETAILED DESIGN

ENGINEER will prepare detailed design plans, technical specifications and bid documents to include the following elements:

- Demolition and reconstruction of the entire existing roof and wood structure above the top level of the brick walls. New roofing material shall be metal, with a color option at the OWNER's discretion. The demolition of the roof shall include appropriate mitigation of lead paint.
- Replacement of the existing manually operated roll-up metal door at the entrance of the gatehouse with a new metal roll-up door which shall be electrically actuated with access via a security keypad on the front exterior face of the gatehouse.
- Sandblasting, chemical or other paint removal method on the three overhead steel beams and or removal and replacement and specifications for surface preparation and repainting in either case. Demolition of the existing steel beams, if more cost effective, shall include appropriate mitigation of lead paint.
- Tuck pointing of any loose brick encountered within the interior of the intake structure.
- Electrical plans for new breakers, wiring, and light fixtures on both the interior and exterior of the structure; several duplex receptacles inside and power feeds to supply the new electric beam trollies; and hoists to be procured and installed by the OWNER. New breakers will be installed within the new 100-amp, 240-volt electrical panel inside the gatehouse, with both the panel and service being provided separately by the OWNER.
- Removal of any loose paint on the interior of the structure including appropriate mitigation of lead paint. Based on our initial site visit, the extent of the paint, and the fact that most of it generally appears to be well adhered, ENGINEER anticipates that encapsulation will be the least costly approach; however, complete removal will be considered if required.
- Removal and replacement of the existing windows & rear door.
- Application of an appropriate floor treatment to the existing concrete floor.
- Proper abandonment of the existing chimney structure.

The OWNER has already conducted the necessary hazardous materials testing, and therefore our scope does not include any further hazardous materials screening, testing, abatement, or remediation of additional environmental hazards beyond the lead paint identified by the OWNER in the RFP.

50% Submittal

ENGINEER will summarize the design in preliminary technical specification and drawings, provide product cut sheets for the available equipment options, and provide a general construction plan which will be submitted to the OWNER for review as the 50% deliverable.

ENGINEER will then meet with the OWNER to present the 50% Design Submittal for discussion, and obtain direction on the approach for moving forward. ENGINEER will also, upon approval from the OWNER, share these with the involved agencies to obtain their preliminary feedback. Involved agencies include the Department of Health (DOH), NYS Department of Environmental Conservation (NYSDEC), NYS Historic Preservation Office (SHPO)

Permitting Related services are discussed further below.

90% Submittal

Once comments from the OWNER have been received, ENGINEER will advance the documents to a 90% level, incorporating the OWNER's comments and any input from regulatory agencies. The 90% documents will then be submitted to the OWNER for review and final comments. The 90% Submittal shall include the following:

- Complete design drawings with necessary plans, sections, and details that clearly depict the work
- An electrical drawing including one-line diagram for the required work
- Construction specifications that clearly establish the environmental protection requirements for the PROJECT and suggested methodologies
- Construction specifications that fully describe the quality of the equipment and materials and control of the work
- Draft EJCDC "front end" documents including:
 - Advertisement for Bids
 - Information for Bidders
 - Bid Form, Agreement
 - Performance Bond
 - General and Special Conditions
 - Standard Agreement for Construction Services

ENGINEER will meet with the OWNER to review final comments and obtain concurrence on final revisions to the documents. ENGINEER will then incorporate comments from the OWNER as appropriate.

Final 100% Bid Set Documents

ENGINEER will assemble the design documents into the 100% bid set incorporating the OWNER's comments and OWNER specific front end document provided by the OWNER and provide two paper copies of the signed and sealed bid documents and an electronic set of documents for the OWNER's use in advertising and bidding the PROJECT.

2.3 BIDDING PHASE

ENGINEER will provide the following support during the Bid Phase of the PROJECT:

- Attend the pre-bid meeting at the site.
- Prepare and distribute responses to comments from bidders through the OWNER.
- If requested by the OWNER, attend the bid opening.
- Review bids for completeness, sufficiency of qualifications, and price, and provide a recommendation for award to the OWNER. We understand the OWNER will receive bids and forward copies to ENGINEER for their use in review.

ENGINEER will be available during the contract negotiation phase to answer questions from the OWNER on technical issues that may arise during the final negotiation and contract execution process.

2.4 CONSTRUCTION PHASE

ENGINEER will provide shop drawing and submittal review services. As specified in the RFP, ENGINEER's construction phase services do NOT include construction phase oversight, management, or inspection.

2.5 PERMITTING/REGULATORY COORDINATION

The gatehouse sits directly in Washington Lake, a public drinking water source, ENGINEER anticipate that while there is no specific permit required by the Department of Health (DOH), they will (at a minimum) want to review and comment on the PROJECT plans and specifications.

Therefore, ENGINEER will upon approval of the OWNER either submit copies of plans to the DOH or provide copies to the OWNER for them to submit.

ENGINEER will also provide support to the OWNER by responding to technical questions and making appropriate revisions to the documents based necessary to obtain PROJECT approval by DOH based on DOH input.

The structure is a historic building and as such the State Historic Preservation Office (SHPO) must be given notice of the work. ENGINEER does not anticipate that SHPO will object to the PROJECT due to several factors:

- The roofing has already been replaced once.
- Other changes to the building's visual appearance (windows and doors) will be designed to match the existing to the extent possible.
- The roof level of deterioration is significant.
- There is very limited visual impact due to the access restrictions and distance from visual receptors.

However, ENGINEER will upon approval of the OWNER either submit copies of plans and specifications as well as a brief PROJECT narrative to the SHPO on OWNER'S behalf or provide same to the OWNER for OWNER to submit for SHPO review.

ENGINEER will also provide support to the OWNER by responding to technical questions and making appropriate revisions to the documents necessary to obtain PROJECT approval by SHPO based on SHPO input.

While lead paint mitigation is required here, the EPA Lead Abatement Rule requirements do not directly apply to these types of structures and, therefore, ENGINEER does not anticipate that there are any special coordination requirements with EPA. As such,

ENGINEER will not coordinate with EPA or the State on this issue. We will confirm any other possible involvement of NYSDEC, but we do not envision any special permits are required from them. If other permits or approvals are determined to be required ENGINEER can provide associated services as an out-of-scope service for an additional fee to be provided for through mutually agreed to amendment to this contract.

ENGINEER shall not be responsible for payment of any permitting fees associated with the PROJECT. Our cost proposal does not include payment of any permitting fees by Weston & Sampson. Any necessary permitting fees will be paid directly by the OWNER or another third party as appropriate.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 The City Engineer shall act as the OWNER's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.

- 3.9 Operate all valves, pumps, instrumentation, and other equipment as required to support the ENGINEER and Contractor personnel in carrying out the work necessary for the PROJECT.
- 3.10 Provide any other related OWNER specific construction bid document components including but not limited to agreement forms, standard specifications or other documents required to be included in (or replace) the standard EJCDC contract documents.
- 3.11 Provide one consolidated set of comments to ENGINEER for both the 50% and 90% submittal packages.
- 3.12 OWNER will advertise and post the bid documents and any addenda or other bid related information provided by ENGINEER consistent with law, rule and regulation and OWNER's procurement procedures.
- 3.13 OWNER will coordinate internally with regard to OWNER's Code Compliance Bureau Review and any other OWNER's department reviews and permitting requirements.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting immediately upon receipt by both parties of a fully executed copy of this AGREEMENT which shall constitute Notice to Proceed and deliver complete bid ready documents to the OWNER on or about twelve (12) calendar weeks (7 day week) from same. This schedule is contingent on Engineer's receipt of comments from OWNER on the 50% and 90% submittals within one week of submittal of same and timely responses by involved agencies.

Completion of subsequent bid and construction phase services shall be subject to the durations of those respective phases when determined based on the construction scope and PROJECT requirements.

ARTICLE 5 - PAYMENTS TO THE ENGINEER (USE FOR LUMP SUM)

- 5.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of **\$14,500 (FOURTEEN THOUSAND FIVE HUNDRED DOLLARS)** for the scope of services described in Article 2 of this AGREEMENT. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of receipt of the invoice by the office of the City Comptroller.
- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend

services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage.

6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the following amount:

6.2.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of Three Million Dollar (\$3,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 Workers Compensation Coverage

6.4.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of New York.

6.4.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all its employees at the PROJECT as required by the State of New York.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER'S services, the PROJECT, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
- 7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.
- 7.3 Hazardous Waste Indemnifications
- 7.3.1 The ENGINEER and its consultants shall have no responsibility for the, presence, handling, removal or disposal of, hazardous waste in any form at the PROJECT site. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, contribution or otherwise against the ENGINEER, its principals, employees, agents or consultants if such claim in any way arises from such services. The OWNER further agrees to defend, indemnify and hold the ENGINEER and its consultants and their principals, employees and agents harmless from and against any claims, demands, loss or damage (including reasonable attorneys' fees) sustained by any person or entity arising from such services or circumstances.
- 7.3.2 The OWNER hereby warrants that, if he or she knows or has any reason to assume or suspect that hazardous materials may exist at the PROJECT site, he or she has so informed the ENGINEER. The OWNER also warrants that he or she has done his or her best to inform the ENGINEER of such known or suspected hazardous materials' type, quantity and location.
- 7.3.3 If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall take all steps immediately available which

are, in his judgment, prudent and necessary to mitigate the existing threat. ENGINEER shall provide notice to OWNER of such mitigation steps. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT prior to the performance of any additional services.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT prior to the performance of any additional services.

8.4 Hazardous Materials Encountered

If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall inform the Local and State Emergency Personnel of the release. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing

fee schedule and expense reimbursement policy. Such services shall be incorporated into written amendments to this AGREEMENT or into a new written AGREEMENT prior to the performance of any additional services.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

9.1 Use of Documents

- A. All Documents are instruments of service in respect to this PROJECT, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed.
- B. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed and sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. ENGINEER shall provide OWNER with duplicate electronic files of all deliverables. Project plans shall be in both PDF and AutoCAD format. Project bid documents and specifications shall be provided in PDF format combined to a single file, with the exception of any addendums.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
- D. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this PROJECT.
- E. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- G. Any verification or adaptation of the Documents for extensions of the PROJECT or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER will be paid a percentage of the lump sum fee based on work completed on the PROJECT through the completion of services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services and other direct costs directly attributable to termination, which shall be an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform

this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agreed upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agreed upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim.

11.4 Subrogation

The OWNER and the ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each require similar waivers from their contractors, consultants and agents.

11.5 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion of services performed for acts or failures to act occurring prior to the date of completion of services performed or the completion date contained in this AGREEMENT for acts or failures to acts occurring after the date of completion of services performed. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

11.6 Indemnification

In consideration of the ENGINEER'S performance of its obligation to review and evaluate the various bidders and bid submissions and to make recommendations to the OWNER regarding the award of the construction contract, the OWNER agrees to hold harmless and indemnify the ENGINEER for all costs, expenses, damages and attorneys' fees (the "indemnification obligations") which are incurred by the ENGINEER as a result of any claims, allegations, administrative or court proceedings, arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of the bidders and bid submissions and/or recommendations concerning the

award of the construction contract. Although this paragraph shall not apply in circumstances in which the ENGINEER is finally adjudicated by a court to have actually engaged in intentional and willful conduct without any legitimate justification, privilege or immunity, the OWNER shall be obligated to indemnify the ENGINEER for all such indemnification obligations incurred by the ENGINEER until any such final adjudication has been made by a court of competent jurisdiction.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the PROJECT as a reference for other prospective clients.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

CITY OF NEWBURGH, NY

WESTON & SAMPSON, PE, LS, LA, PC

By: City Manager

By:

Per Resolution No.:

DATE:

DATE:

CERTIFICATION OF AVAILABLE FUNDS:

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

APPROVED AS TO FORM:

By: _____
OWNER Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
OWNER Comptroller

Date: _____

OWNER'S New York Sales and Use Tax Certificate Exemption Number:

RESOLUTION NO.: 337 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
ACCESS AGREEMENT WITH CENTRAL HUDSON GAS & ELECTRIC CORPORATION
AND ITS CONTRACTED AGENTS TO ALLOW ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH THE
VOLUNTARY CLEANUP OF THE LITTLE BRITAIN ROAD SERVICE CENTER

WHEREAS, Central Hudson Gas & Electric Corporation ("CHG&E") entered into a voluntary cleanup agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No.V00312-3 with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the review of pre- and post-excavation groundwater quality, installation of additional monitoring wells, and the preparation of a groundwater monitoring plan which includes the installation of groundwater monitoring wells on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"), the approximate proposed location and position of which monitoring wells are shown as set forth on the map or plan hereto attached and made a part hereof; and

WHEREAS, CHG&E wishes to begin the groundwater investigation in order to comply with its obligations under the voluntary cleanup agreement, and the City agrees to provide access to CHG&E to the portions of the City Property to allow CHG&E to perform the groundwater investigation, subject to the conditions provided within the attached agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the access agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow them access to City owned property in connection with the voluntary cleanup of the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.

LICENSE AND ACCESS AGREEMENT

This Agreement is made as of the ____ day of _____, 2017, by and between The City of Newburgh (the "City"), a New York State municipal corporation having offices at 83 Broadway, Newburgh, New York 12550, and Central Hudson Gas & Electric Corporation ("CHG&E"), a corporation organized and existing under the laws of the State of New York, having offices at 284 South Avenue, Poughkeepsie, New York 12601-4879.

WITNESSETH:

WHEREAS, CHG&E entered into a voluntary cleanup agreement at CHG&E's Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No.V00312-3 ("the Site") with the New York State Department of Environmental Conservation ("NYSDEC") which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the review of pre- and post-excavation groundwater quality, installation of additional monitoring wells, and the preparation of a groundwater monitoring plan which includes the installation of groundwater monitoring wells on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"), the approximate proposed location and position of which monitoring wells are shown as set forth on the map or plan hereto attached and made a part hereof (the "Survey"); and

WHEREAS, CHG&E wishes to begin the groundwater investigation in order to comply with its obligations under the voluntary cleanup agreement, and the City agrees to provide access to CHG&E to the portions of the City Property, subject to the conditions provided below, to allow CHG&E to perform the groundwater investigation.

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, CHG&E and the City agree as follows:

1. The City hereby represents that it owns certain real property adjacent to the Site and more accurately described as Section 4, Block 1, Lot 12.2 on the official tax map of the City of Newburgh ("the City Property") and that it has duly authorized this License and Access Agreement. The City hereby grants CHG&E a revocable license for CHG&E and CHG&E's employees, agents and contractors, upon the conditions hereinafter stated, to enter upon the City Property and to take thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain groundwater investigation work activities in connection with the voluntary cleanup of the Site.
2. Entry to the City Property is limited to the minimum access necessary to install the monitoring wells as shown on the Survey and accomplish the sampling sufficient to complete the groundwater investigation which cannot be completed by any other means. CHG&E shall access the City Property in such location and position and perform work in such manner as will be satisfactory to the City. CHG&E agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any applicable laws, ordinances or other lawful authority, and to obtain any and all permits required therefor. When

accessing the City Property, CHG&E and its designated representatives will comply with applicable City worker safety and other requirements.

3. CHG&E will provide the City and/or its designated representatives with a copy of the Groundwater Investigation Work Plan, approved by NYSDEC, at least thirty (30) business days before any work is to begin on the City Property.
4. CHG&E, or its designated representatives, will notify the City Engineer and the City Water Superintendent via phone or electronic mail at least ten (10) days in advance of anticipated access to the City Property and such notice will include:
 - a. the date, expected time and approximate duration of the requested access;
 - b. the reason(s) for the requested access;
 - c. the person(s) who will be visiting and their affiliation; and
 - d. the nature of the work to be performed on the City Property.
5. Any access to the City Property by CHG&E and its designated representatives will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City retains the authority to observe any activities performed by CHG&E and its designated representatives during its access to the City Property, and all such observers will abide by all applicable health and safety requirements provided to them by CHG&E or its designated representatives.
6. Nothing in this Agreement shall preclude CHG&E and its designated representatives from accessing the City Property during an emergency or unanticipated event that requires immediate access. In such a situation, CHG&E

and its designated representatives shall provide notice to the City Engineer and City Water Superintendent as soon as possible under the circumstances.

7. CHG&E will be responsible for the proper handling and off-site disposal of all materials it generates on or from the City Property, including but not limited to any contaminated soils, sediments or liquids, and the City will have no liability regarding these materials. All groundwater purged from the monitoring wells shall be collected and disposed of at an approved off-site location.
8. CHG&E will be responsible for all costs associated with the groundwater investigation, including but not limited to the installation of monitoring wells, groundwater sampling activities and monitoring well abandonment. CHG&E will reimburse the City for any and all actual costs and/or expenses, if any, incurred by the City in connection with activities covered by this Agreement.
9. CHG&E agrees to properly abandon the monitoring wells upon the close of the groundwater investigation or upon direction from the City or New York State Department of Environmental Conservation.
10. CHG&E agrees to install and properly maintain any and all necessary erosion & sediment control measures in connection with this project. All disturbed areas shall be restored with seed & mulch, hydroseed or erosion control matting at the completion of ground disturbance activities. All erosion & sediment control measures shall be removed in a timely manner once the site has been properly stabilized.
11. CHG&E agrees to submit an as-built survey, signed and sealed by a licensed surveyor currently registered in New York State, showing the actual location of

the monitoring wells in relation to adjacent property lines and structures. The as-built survey shall be submitted within 6 months upon completion of the monitoring well installation.

12. CHG&E shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Compensation Insurance – CHG&E shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance – CHG&E shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

CHG&E shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. CHG&E may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which CHG&E retains such agents, CHG&E and such agents shall provide and maintain insurances as required by this Section 3 and name the City as additional insured under insurance coverage concerning CHG&E performance of the work referenced herein.

13. CHG&E agrees to indemnify and hold harmless the City from any and all claims, damages, suits, actions, proceedings, losses and expenses (collectively, referred to as "claims") which may be incurred or awarded against the City or its designated representative arising from the access granted to CHG&E and its designated representatives. Said indemnification includes all costs of defense of any action brought against the City or its designated representative. CHG&E may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by CHG&E, it will submit the proposed settlement to the City for its concurrence. CHG&E agrees to provide all litigation papers to the City. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the City or its designated representative or any claim unrelated to the access granted to CHG&E and its designated representatives.
14. The indemnification obligations contained in the above paragraph shall survive this Agreement.

15. Notwithstanding anything to the contrary in this Agreement, the City and CHG&E agree to attempt to resolve promptly any disputes or material breaches that arise under this Agreement, and to submit any disputes that are not resolved promptly to dispute resolution, which shall mean submitting the dispute to a neutral third party mediator or arbitrator, as mutually agreed upon by the City and CHG&E. In addition, following dispute resolution, the City and CHG&E reserve whatever rights they may have in law and equity to seek relief in a court of competent jurisdiction in the event that an alleged material breach of any provision of this Agreement results in damages and/or indirect costs to either party.

16. The CHG&E contact shall be:

Mark McLean
Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601-4879
Telephone: (845) 486-5461
mmclean@cenhud.com

The City contact shall be:

Jason C. Morris, P.E.
City Engineer
The City of Newburgh
83 Broadway
Newburgh, New York 12550
Telephone: (845) 569-7448
jmorris@cityofnewburgh-ny.gov

Any changes to these contact people, telephone numbers or e-mail addresses by CHG&E shall be provided to the other as soon as practicable.

17. This License and Access Agreement shall become effective upon execution by the authorized representatives of the City and CHG&E and shall expire and terminate upon the completion of the groundwater investigation by CHG&E and its agents, employees and contractors, and the restoration of the property to a clean and orderly state as confirmed by both the City Engineer and City Water Superintendent. CHG&E shall post a bond in the amount of \$25,000.00 prior to the commencement or performance of work under this Agreement and the form and amount of the bond has been approved by the City.
18. This Agreement shall terminate upon written notice by either party to the other stating the reason or reasons for termination and providing no less than 1 month advance notice of said termination. A notice of termination by the City shall be subject to dispute resolution as provided in paragraph 12, above should CHG&E wish to invoke dispute resolution.
19. This Agreement may not be assigned or sublet to any other party and may not be modified except by a writing subscribed by both parties to this Agreement.
20. It is understood and agreed that no vested right in the City Property is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the City held the City Property prior to the execution of this Agreement.
21. CHG&E agrees to pay an annual land use fee of \$1,000 due upon execution of this agreement by CHG&E, and payable upon the anniversary date of the

executed contract until such time that the monitoring wells are properly
abandoned as determined by both the NYSDEC and the City.

City of Newburgh

Central Hudson Gas &
Electric Corporation

By: _____

By: _____

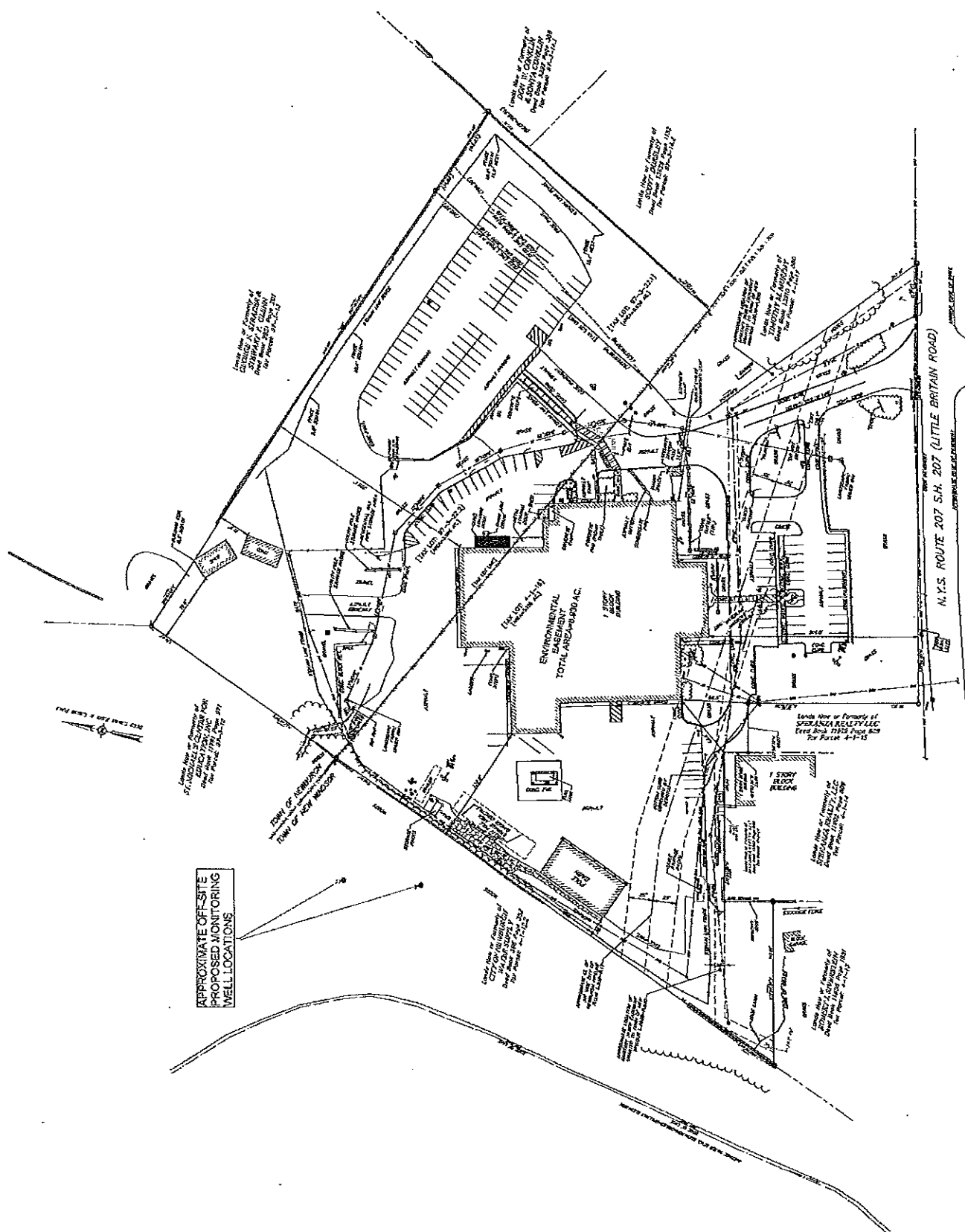
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Date: _____

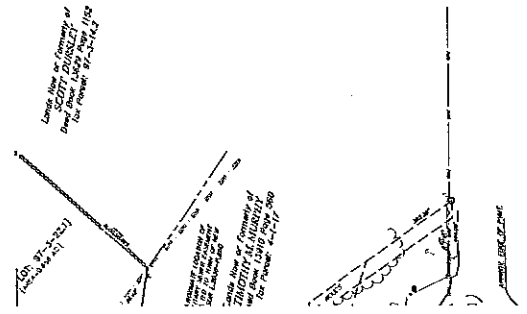
Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller



APPROXIMATE OFF-SITE
PROPOSED MONITORING
WELL LOCATIONS



RESOLUTION NO.: 338 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE
POLICIES FOR THE PERIOD OF
JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2018; 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 2018;

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, 2018 through December 31, 2018 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, 2018 to December 31, 2018.

RESOLUTION NO.: 339 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR JANUARY 8, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CHAPTER 270 ENTITLED "TAXATION"
TO REMOVE A TEN YEAR LIMITATION TO THE COLD WAR VETERANS TAX
EXEMPTION AUTHORIZED BY
NEW YORK STATE REAL PROPERTY TAX LAW SECTION 458-b

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning an Local Law amending Chapter 270 entitled "Taxation," to remove the ten year limitation to the Cold War Veterans Tax Exemption authorized by Real Property Tax Law Section 458-b; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of January, 2018, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

A LOCAL LAW AMENDING CHAPTER 270, ARTICLE VIII, ENTITLED
"EXEMPTION FOR COLD WAR VETERANS"
TO REMOVE THE TEN YEAR LIMITATION

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 270, Article VIII entitled 'Exemption for Cold War Veterans' of the Code of the City of Newburgh to remove the ten year limitation".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend the real property tax exemption in the City of Newburgh for cold war veterans authorized by Real Property Tax Law Section 458-b to remove the ten year limitation on the exemption as authorized by Chapter 290 of the 2017 Session Laws of New York effective September 12, 2017.

SECTION 3 - AMENDMENT

Chapter 270 Article VIII entitled "Exemption for Cold War Veterans" of the Code of the City of Newburgh is hereby amended to read as follows:

ARTICLE VIII

Exemption for Cold War Veterans

§270-53 Purpose.

The City of Newburgh hereby elects to provide for a Cold War Veterans Exemption pursuant to Section 458-b of the Real Property Tax Law of the State of New York.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

§270-54 Exemption.

- A. "Qualifying residential real property" shall be exempt from taxation to the extent provided for in Real Property Tax Law Section 2(a)(ii), being fifteen (15%) percent of the assessed value of such property; provided, however, that such exemption shall not exceed twelve thousand (\$12,000.00) dollars or the product of twelve thousand (\$12,000.00) dollars multiplied by the latest state equalization rate of the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.
- B. The exemption authorized by this Chapter shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to a ten year limitation.

§270-55 Disability Exemption.

In addition to the exemption provided by Real Property Tax Law Section 458-b subdivision (a), the City of Newburgh hereby adopts the following disability exemption as provided in subdivision (b) of said law: where the Cold War Veteran received a compensation rating from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty (50%) percent of the Cold War Veteran disability rating; provided, however, that such exemption shall not exceed forty thousand (\$40,000.00) dollars, or the product of forth thousand (\$40,000.00) dollars multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

SECTION 4 - EFFECTIVE DATE.

This Local Law shall take effect immediately, in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

A. 6510--A

2

1 prepared pursuant to a taxable status date occurring within sixty days
2 after the date of purchase of residential real property, such ten year
3 period shall be measured from the first assessment roll in which the
4 exemption occurs. If, before the expiration of such ten year period,
5 such exempt property is sold and replaced with other residential real
6 property, such exemption may be granted pursuant to this subdivision for
7 the unexpired portion of the ten year exemption period, provided howev-
8 er, that notwithstanding the ten year limitation imposed by the forego-
9 ing provisions of this subparagraph, a county, city, town, village or
10 school district that has adopted a local law or resolution pursuant to
11 paragraph (a) of this subdivision may adopt a local law or resolution
12 providing that the exemption authorized by this section shall apply to
13 qualifying owners of qualifying real property for as long as they remain
14 qualifying owners, without regard to such ten year limitation. Each
15 county, city, town or village may adopt a local law, and each school
16 district may adopt a resolution, to reduce the maximum exemption allow-
17 able in paragraphs (a) and (b) of this subdivision to six thousand
18 dollars, nine thousand dollars and thirty thousand dollars, respective-
19 ly, or four thousand dollars, six thousand dollars and twenty thousand
20 dollars, respectively. Each county, city, town, or village is also
21 authorized to adopt a local law, and each school district may adopt a
22 resolution, to increase the maximum exemption allowable in paragraphs
23 (a) and (b) of this subdivision to ten thousand dollars, fifteen thou-
24 sand dollars and fifty thousand dollars, respectively; twelve thousand
25 dollars, eighteen thousand dollars and sixty thousand dollars, respec-
26 tively; fourteen thousand dollars, twenty-one thousand dollars and
27 seventy thousand dollars, respectively; sixteen thousand dollars, twen-
28 ty-four thousand dollars and eighty thousand dollars, respectively;
29 eighteen thousand dollars, twenty-seven thousand dollars and ninety
30 thousand dollars, respectively; twenty thousand dollars, thirty thousand
31 dollars and one hundred thousand dollars, respectively; twenty-two thou-
32 sand dollars, thirty-three thousand dollars and one hundred ten thousand
33 dollars, respectively; twenty-four thousand dollars, thirty-six thousand
34 dollars and one hundred twenty thousand dollars, respectively; twenty-
35 six thousand dollars, thirty-nine thousand dollars, and one hundred
36 thirty thousand dollars, respectively; twenty-eight thousand dollars,
37 forty-two thousand dollars, and one hundred forty thousand dollars,
38 respectively; and thirty thousand dollars, forty-five thousand dollars
39 and one hundred fifty thousand dollars, respectively. In addition, a
40 county, city, town or village which is a "high-appreciation municipi-
41 pality" as defined in this subparagraph is authorized to adopt a local
42 law, and each school district which is within a high-appreciation muni-
43 cipality is authorized to adopt a resolution, to increase the maximum
44 exemption allowable in paragraphs (a) and (b) of this subdivision to
45 twenty-six thousand dollars, thirty-nine thousand dollars and one
46 hundred thirty thousand dollars, respectively; twenty-eight thousand
47 dollars, forty-two thousand dollars and one hundred forty thousand
48 dollars, respectively; thirty thousand dollars, forty-five thousand
49 dollars and one hundred fifty thousand dollars, respectively; thirty-two
50 thousand dollars, forty-eight thousand dollars and one hundred sixty
51 thousand dollars, respectively; thirty-four thousand dollars, fifty-one
52 thousand dollars and one hundred seventy thousand dollars, respectively;
53 thirty-six thousand dollars, fifty-four thousand dollars and one hundred
54 eighty thousand dollars, respectively; thirty-eight thousand dollars,
55 fifty-seven thousand dollars and one hundred ninety thousand dollars,
56 respectively; forty thousand dollars, sixty thousand dollars and two

RESOLUTION NO.: 340 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DECLARING 4 WATER DEPARTMENT AND
12 POLICE DEPARTMENT VEHICLES TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Water Department possesses vehicles identified as a 2003 Ford Ranger, a 2004 GMC Sierra, a 1995 John Deere tractor and a 1996 Dodge pick-up which are no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possess vehicles identified as a 2005 Ford Crown Victoria, a 2003 Infiniti sedan, a 2002 Kia van, two 2006 Chevrolet Impala sedans, a 2001 Dodge 1500 pick-up, a 2006 Ford Crown Victoria, two 2008 Dodge Durango sport utility vehicles, a 1995 Chevrolet Tahoe, a 1999 Ford Crown Victoria and a 2004 Hyundai Elantra; and

WHEREAS, the Water Department and the Police Department have requested that the vehicles be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 16 vehicles identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: 341 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH ENGIE FOR ELECTRIC SUPPLY TO THE CITY OF NEWBURGH
FOR A TWO (2) YEAR TERM AT A COST OF \$0.06465 PER KILOWATT HOUR
AND THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT
WITH NEW YORK GAS AND ELECTRIC FOR GAS SUPPLY SERVICES TO
THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM
AT A COST OF \$3.8520 PER DECATHERM

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

WHEREAS, bids have been duly received and opened and Engie is the low bidder for the electric supply services and New York Gas and Electric is the low bidder for gas supply services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the electric supply services contract be and it hereby is awarded to Engie, providing for a two (2) year term at a cost of \$0.06465 per kilowatt hour, and that the City Manager be and he is hereby authorized to execute a contract for the provision of electric services, with all such terms and conditions as may be required by the Corporation Counsel; and

BE IT FURTHER RESOLVED, the Council of the City of Newburgh, New York, that the bid for the gas supply services contract be and it hereby is awarded to New York Gas and Electric, providing for a two (2) year term at a cost of \$3.8520 per decatherm, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas supply services, with all such terms and conditions as may be required by the Corporation Counsel.

RESOLUTION NO.: 342 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION DECLARING A SENSUS 6 INCH OMNI C2 WATER METER
AS SURPLUS AND AUTHORIZING DISPOSITION TO
A CITY OF NEWBURGH WATER SUPPLY CUSTOMER
FOR THE AMOUNT OF \$5,443.61

WHEREAS, the City of Newburgh Water Department has reported that it is in possession of one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 which is of no use by the City of Newburgh; and

WHEREAS, it has been determined that said water meter cannot be used by any other department but can be used to replace a meter of an existing City of Newburgh water supply customer; and

WHEREAS, selling said water meter to the existing customer for the amount of \$5,443.61 will avoid a 4-week wait for a meter directly from SENSUS and this Council has determined that disposing of the surplus meter to the 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 one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 be and is hereby declared to be surplus and of no further use to the City of Newburgh; and

BE IT FURTHER RESOLVED, that said water meter shall be sold to a City of Newburgh water supply customer for the amount of \$5,443.61.



Surplus Tracker

[illegible]

RESOLUTION NO.: 342 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DECLARING A SENSUS 6 INCH OMNI C2 WATER METER
AS SURPLUS AND AUTHORIZING DISPOSITION TO
A CITY OF NEWBURGH WATER SUPPLY CUSTOMER
FOR THE AMOUNT OF \$5,443.61**

WHEREAS, the City of Newburgh Water Department has reported that it is in possession of one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 which is of no use by the City of Newburgh; and

WHEREAS, it has been determined that said water meter cannot be used by any other department but can be used to replace a meter of an existing City of Newburgh water supply customer; and

WHEREAS, selling said water meter to the existing customer for the amount of \$5,443.61 will avoid a 4-week wait for a meter directly from SENSUS and this Council has determined that disposing of the surplus meter to the 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 one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 be and is hereby declared to be surplus and of no further use to the City of Newburgh; and

BE IT FURTHER RESOLVED, that said water meter shall be sold to a City of Newburgh water supply customer for the amount of \$5,443.61.

RESOLUTION NO.: 343 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE
ISSUED TO MANNY G. AND CAROL PEREIRA FOR PREMISES LOCATED AT
81 CHAMBERS STREET (SECTION 23, BLOCK 3, LOT 12)**

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, by an Assignment and Assumption of Mortgage Without Covenant between the NCDA f/k/a the Newburgh Urban Renewal Agency to the City of Newburgh, executed on November 15, 2010, and recorded in the Orange County Clerk's Office on November 22, 2010, included a mortgage issued to Manny G. and Carol Pereira in the principal sum of \$20,000.00 for premises located at 81 Chambers Street (Section 23, Block 3, Lot 12), dated December 18, 1995, and recorded in the Orange County Clerk's Office on February 23, 1996, in Liber 5667 of Deeds at Page 39 in the principal sum of Twenty Thousand (\$20,000.00) Dollars; and

WHEREAS, such amount has been paid in full, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Manny G. and Carol Pereira in the principal sum of \$20,000.00 for premises located at 81 Chambers Street (Section 23, Block 3, Lot 12).

SATISFACTION OF MORTGAGE
KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of December 18, 1995, made by Manny G. and Carol Pereira to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$20,000.00, and duly recorded in the office of the Orange County Clerk's Office on February 23, 1996, in Liber 5667 of Deeds at Page 39; and

further described in Assignment and Assumption of Mortgage Without Covenant from the Newburgh Community Development Agency formerly known as the Newburgh Urban Renewal Agency to the City of Newburgh, dated November 15, 2010, and recorded on November 22, 2010, in Liber 13085 Page 0857.

Dated: December _____, 2017

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Pursuant to Resolution No.:

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

On the_____ day of December, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 344-2017

OF

DECEMBER 11, 2017

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SENTRY ENTERPRISES, LLC
TO THE PREMISES KNOWN AS 87 CARSON AVENUE
(SECTION 45, BLOCK 8, LOT 10)

WHEREAS, on March 8, 2016, the City of Newburgh conveyed property located at 87 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 8, Lot 10, to Sentry Enterprises, LLC; and

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

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 87 Carson Avenue, Section 45, Block 8, Lot 10, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated March 8, 2016, from the CITY OF NEWBURGH to SENTRY ENTERPRISES, LLC, recorded in the Orange County Clerk's Office on May 15, 2016, in Liber 14051 of Deeds at Page 459 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2017

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

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 345-2017

OF

DECEMBER 11, 2017

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SENTRY ENTERPRISES, LLC
TO THE PREMISES KNOWN AS 95 CARSON AVENUE
(SECTION 45, BLOCK 8, LOT 6)

WHEREAS, on October 5, 2016, the City of Newburgh conveyed property located at 95 Carson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 8, Lot 6, to Sentry Enterprises, LLC; and

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

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 95 Carson Avenue, Section 45, Block 8, Lot 6, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated October 5, 2016, from the CITY OF NEWBURGH to SENTRY ENTERPRISES, LLC, recorded in the Orange County Clerk's Office on January 12, 2017, in Liber 14166 of Deeds at Page 1260 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO. 346-2017

OF

DECEMBER 11, 2017

A RESOLUTION ACCEPTING THE REASSIGNMENT OF A NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION GRANT
FROM THE NEWBURGH PRESERVATION ASSOCIATION FOR THE
ROOF STABILIZATION AND REPAIR OF THE DUTCH REFORMED CHURCH

WHEREAS, in 2009, the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") awarded a grant in the amount of \$69,000.00 to the Newburgh Preservation Association (the "NPA") for planning the roof repair of the Dutch Reformed Church identified as New York State Comptroller Grant No. CE09060 and OPRHP Grant No. EPG-E09060-P2; and

WHEREAS, the NPA has relinquished its interest in the maintenance of the Dutch Reformed Church and at OPRHP's request provided a letter requesting to reassign Grant No. CE09060 to the City of Newburgh; and

WHEREAS, in conjunction with the Preservation League of New York State, the City has completed the planning and engineering work for the required roof repairs; and

WHEREAS, to complete the reassignment of Grant No. CE09060, the City must provide a letter affirming that it will continue to undertake the responsibility of using the grant funds to support repairs to the Dutch Reformed Church and that the scope of work will be amended to final engineering and construction of the emergency roof repairs; and

WHEREAS, Grant No. CE09060 has a 25% match in the amount of \$23,000.00 which will be derived from the 2018 City budget and the City intends to request that the future developer of the Dutch Reformed Church also provide the matching funds; and

WHEREAS, this Council finds that accepting the reassignment of Grant No. CE09060 to support emergency roof repairs to the Dutch Reformed Church is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he hereby is authorized to submit a letter to the New York State Office of Parks, Recreation and Historic Preservation accepting the reassignment of Grant No. CE09060 and affirming the City's responsibility to use the grant funds for final engineering and construction of emergency roof repairs to the Dutch Reformed Church; and

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



NEWBURGH PRESERVATION ASSOCIATION
P. O. Box 206
NEWBURGH, NEW YORK 12551
www.preservenewburgh.org

NPA rebuilds, preserves, and promotes the architectural heritage and historic viewsheds of Newburgh.

November 13, 2017

Ms. Deirdre Glenn, Director
Office of Economic Development
83 Broadway
Newburgh, NY 12550

Dear Deirdre,
Newburgh Preservation Association would like to reassign the 2009 NYS Parks grant, CE09060, for stabilization for the roof of the Dutch Reformed Church, to the City of Newburgh.

Best regards,

Nancy Thomas
President
Newburgh Preservation Association

Detail on OPRHP Grants for the Dutch Reformed Church

1. Grant to NPA: SAC No. EPF-E09060-P2

Year Awarded: 2009 (SAC 2010)

Dollar Amount: \$69,000

Match Required: 25% or \$23,000

Next Steps Needed to Transfer to City:

- A letter from NPA asking to re-assign the grant to the City with the reasons why
- A letter from the City affirming that it will take on the responsibility of using the grant for the DRC. The City will need to explain in the letter what it wants to use the money for. Originally it had been awarded for planning.

2. Grant to the City

Year Awarded: 2004

Dollar Amount: \$50,000

Match Required: 50% or \$50,000

Next Steps Needed:

- There is no contract for this grant.

STATE AGENCY (Name & Address):

New York State Office of Parks,
Recreation and Historic
Preservation
Agency Building One
Empire State Plaza
Albany, New York 12238

NYS COMPTROLLERS NUMBER: CE09060

NYS AGENCY NUMBER: EPF-E09060-P2

ORIGINATING AGENCY CODE: 49070

REGION: PA

GUARANTOR (Name & Address):

City of Newburgh
83 Broadway
Newburgh, New York 12550

TYPE OF PROGRAM:

ENVIRONMENTAL PROTECTION FUND
HP

CONTRACTOR (Name & Address):

Newburgh Preservation Association
28 Lander Street
Newburgh, New York 12550

INITIAL CONTRACT PERIOD:

FROM: March 30, 2010
TO: December 31, 2012

CHARITIES REGISTRATION NUMBER:
21-28-09

CONTRACTOR IS UP-TO-DATE
with filing all required annual written reports
with the Attorney General's Charities Bureau,
or the appropriate oversight Agency

FEDERAL TAX ID NUMBER:
13-2952012

MUNICIPALITY NUMBER:
N/A

FUNDING AMOUNT FOR INITIAL PERIOD:
\$69,000.00

STATUS:

MULTI-YEAR TERM: (if applicable)

CONTRACTOR IS NOT A
SECTARIAN ENTITY

FROM: N/A
TO: N/A

CONTRACTOR IS A
NON-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

APPENDIX A...Standard Clauses for All New York State Contracts

APPENDIX A1...Clauses Required by Office of Parks, Recreation and Historic Preservation

APPENDIX B...Budget

APPENDIX C...Payment and Reporting Schedule

APPENDIX D...Program Workplan

APPENDIX X...Modification Agreement Form (to accompany modified appendices for changes in term or
consideration on an existing period or for renewal periods)

APPENDIX E...Special Conditions and Requirements

APPENDIX F...Program Specific Requirements

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

PROJECT NUMBER: EPF-E09060-P2

CONTRACTOR: Newburgh Preservation Association

By

Date:

Printed Name:

Printed Title:

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the day of in the year , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

GUARANTOR: City of Newburgh

By:

Date:

Printed Name:

Printed Title:

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the day of in the year , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

STATE AGENCY: New York State Office of Parks, Recreation, and Historic Preservation

By:

Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ATTORNEY GENERAL:

Approved:

Thomas P. DiNapoli
State Comptroller

By _____

Date _____

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably imputed value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS: In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the

STANDARD CLAUSES FOR NYS CONTRACTS

Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment, for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System, by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national

origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient.

STANDARD CLAUSES FOR NYS CONTRACTS

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned

business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended:

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX A-1

Clauses Required by Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the Program Workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budgeted items provided such changes do not exceed ten percent of any budget category and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of any budget category, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT.)

2. Termination.

- A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
- B. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State businesses enterprises, including minority and women-owned business enterprises, as subcontractors and suppliers on its procurement contracts.

- A. Omnibus Procurement Act Provisions.

- I. Information on the availability of New York State subcontractors and suppliers is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.

- II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the STATE in efforts to get foreign countries to recognize offset credits created by this contract.

- B. Equal Employment Opportunity Provisions.

- I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
 - III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:
 - (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
 - (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in the performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) At the request of the STATE, the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.
 - IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
 - V. On a schedule, in a form and manner to be determined by the STATE, and monthly thereafter, the CONTRACTOR shall submit to the STATE a work force utilization report of the work force actually utilized on this contract. Information should be broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
 - VI. The CONTRACTOR shall include the language of paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.
 - VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
- C. Minority / Women-owned Business Enterprise Provisions.
- I. A directory of minority and women-owned business enterprises is available from:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803
 - (a) Definitions. For purposes of these clauses, the following definitions shall apply:

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- (b) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.
 - (c) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
 - (d) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
 - (e) "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (f) at least fifty-one percent owned by one or more minority group members;
 - (g) an enterprise in which such minority ownership is real, substantial and continuing;
 - (h) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (i) an enterprise authorized to do business in this state and independently owned and operated.
 - (j) "Subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.
 - (k) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- II. Good Faith Efforts. The CONTRACTOR is encouraged to employ minority and women workers and to solicit and obtain the participation of certified minority and women-owned business enterprises as subcontractors and suppliers on this contract whether or not goals have been established by the STATE for this contract. The following are suggested actions for the contractor to take in this endeavor:
- (a) Place advertisements in appropriate general circulation, trade and minority or women-owned publications in a timely fashion.

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- (b) Make written solicitations to women and minority-owned business enterprises in a timely fashion and include plans, specifications and contract terms.
- (c) Where reasonable, structure the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses.
- (d) Offer to M/WBE's, subcontract terms and conditions comparable to those offered to other subcontractors on the contract.
- (e) Make payments to M/WBE subcontractors and suppliers in a timely fashion.

III. Reports. The CONTRACTOR shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the CONTRACTOR.

4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

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APPENDIX B - BUDGET

The detailed estimated budget for the project as outlined in this AGREEMENT is as follows:

EXPENSES:

Pre-Development \$92,000.00

To include: existing conditions survey, design, preparation of
workshop drawings and specifications; archeology

TOTAL COST \$92,000.00

FUNDING BREAKDOWN:

STATE Share \$69,000.00

CONTRACTOR Share \$23,000.00

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APPENDIX C - PAYMENT AND REPORTING SCHEDULE
DEVELOPMENT

I. Amount of Grant Award: \$69,000.00

II. The STATE agrees to make available to the CONTRACTOR a sum not to exceed the funding amount identified on the face page hereof. The STATE share shall cover no more than fifty percent of eligible expenditures for any reimbursement request under this AGREEMENT. The grant reimbursement rate is determined by the ratio of funding amount to the total project cost in accordance with the budget (Appendix B).

III. The STATE'S share of the project cost as set forth in this AGREEMENT shall be paid to the CONTRACTOR electronically, in accordance with ordinary State procedures and practices. CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments which can be obtained at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoice submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures. Electronic payments will be made in installments as follows:

A. INSTALLMENTS: CONTRACTOR shall be reimbursed as expenditures accrue for costs incurred from the project as outlined in APPENDIX B. Payments shall be made upon review and approval of appropriate plans, specifications, expenditure and project documentation to the satisfaction of the STATE.

B. A FINAL INSTALLMENT of not less than 10% of the STATE'S share of the total cost shall be made upon, to the satisfaction of the STATE: (1) completion of the project to the satisfaction of the STATE, (2) expenditure and project documentation, (3) review and approval of the Project Completion Report, (4) performance of a Final On-Site Inspection by the STATE, (5) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close-out of the project, (6) for Parks projects, a list of facilities developed and/or acres acquired, an as-built and/or as-acquired site map* and a final boundary map*. When parkland is involved, a map of the entire park, even if the subject of the grant involves property that is less than the entire park. The boundary map should show both: {a} the actual boundaries of the entire park in yellow, and in enough detail to be legally sufficient to identify the parkland, and {b} the actual boundaries of those parcels that are the subject of an acquisition or donation, color-coded and keyed to the "Schedule 1 - Summary Sheet Per Parcel" form. Acceptable methods of identification are: {1} metes and bounds (preferred), {2} deed references, {3} adjoining water bodies or other natural landmarks, {4} government survey, {5} adjoining ownership's and/or {6} adjoining easements of record. Where one or more of these methods are not suitable for identification, measurements from permanent locators may be used. It is recommended that the map itself clearly show pertinent features such as roads, road names and numbers, bodies of water, buildings, structures, etc. The map must also identify all known outstanding rights and interests held by others, as well as known easements, deed/lease restrictions, reversionary interests, etc. The map must also include the title and number of the project, date of map preparation and name and signature of authorized officer, (7) approval by the STATE of documentation showing efforts made to satisfy requirements for the participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts, (8) Capital construction projects and/or acquisition projects with a grant amount of \$99,999 or less shall provide an *Agreed Upon Procedure Review* of the grant, performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America. Capital construction projects and/or acquisition projects with a grant amount of \$100,000 or more shall provide an audit of the *Statement of Contract Revenues and Contract Expenditures* as performed by a certified public accountant currently licensed by the NYS Board of Public Accountancy in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

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IV. Payment shall be made upon approval by the STATE and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the CONTRACTOR accompanied by such receipts and documents verifying expenditures as may be required by the STATE.

V. The CONTRACTOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this AGREEMENT.

VI. The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, Attention: Grants Unit, 16th Floor.

VII. Within fifteen days of receiving the voucher, the STATE shall notify the CONTRACTOR of any problem with the voucher; for example, whether there are mistakes on the voucher or additional documents must be submitted. Once the CONTRACTOR has submitted a voucher to the STATE, the STATE will review and audit the voucher and submit it to the State Comptroller within thirty days.

VIII. The STATE shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this AGREEMENT. The CONTRACTOR shall allow the STATE unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the STATE in all construction contracts relating to the project.

IX. The CONTRACTOR can receive reimbursements of all or any part of the above referenced schedule provided the appropriate expenditure and project documentation is submitted and approved by the STATE.

*May be prepared on one map.

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APPENDIX D - PROGRAM WORKPLAN

I. PROJECT NARRATIVE: This work will plan for the retrofit of the roof truss system to meet current snow load standards and tie in ceiling to restore connection to roof truss system to meet current standards for ceiling support. The result will be plans and specs that will bring the Dutch Reformed Church to safety and structural standards that will allow partial use of the space for concerts and performances in the sanctuary area.

II. ARTICLE 15A PARTICIPATION:

The CONTRACTOR shall comply with the provisions of the document labeled Appendix A1, which is attached to and made a part of this AGREEMENT.

III. PROJECT TERM: March 30, 2010–December 31, 2012

IV. PROJECT SCHEDULE:

The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

<u>ITEM</u>	<u>DATE DUE</u>
THE FOLLOWING ITEMS MUST BE SATISFIED BEFORE STARTING THE BIDDING PROCESS	
A copy of the Solicitation/RFP for Design Services	September 2010
Final Plans and Specifications	January 2011
UPON SATISFACTION OF THE ABOVE, PROCEED WITH THE FOLLOWING:	
Payment Requests	ONGOING
Project Completion	March 2012
Close-out Documentation Requirements (See Appendix C)	April 2012

APPENDIX X - MODIFICATION AGREEMENT FORM

Date _____

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APPENDIX E - SPECIAL CONDITIONS AND REQUIREMENTS
HP PROJECT
NON-SECTARIAN ENTITY

I. Non-Sectarian Certification. The CONTRACTOR certifies that it is a non-sectarian entity and that funds made available under this AGREEMENT as shown in Appendix B shall not be used for any sectarian purposes.

II. Secretary of the Interior's Standards. All work undertaken on the project and the subject property shall conform to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992, the Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the STATE.

III. Preservation Restriction. In order to assure the preservation of the historic resource, the CONTRACTOR agrees to execute and keep in effect an agreement conveying an easement or preservation restriction to the STATE and such others as the STATE deems appropriate. The entity acquiring the easement or restriction and the form of the document shall be subject to the approval of the STATE.

IV. The AGREEMENT and the Preservation Covenant must not be subordinate to any other security interest in the property including, but not limited to, purchase money mortgages.

***V.** All planning documents, plans and specifications must be approved by the STATE before the CONTRACTOR awards contracts for the project or the subject property. These must be prepared by a qualified professional as defined in Title 9 EPF Regulations.

I. Public Access: the CONTRACTOR agrees to permit the public to have access to the subject property as follows: Since the SUBJECT PROPERTY is visible from a public right-of-way, no additional public access is required.

***VII.** With the commencement of the project, the CONTRACTOR shall erect a project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place for a period of no less than 20 years from the final disbursement of State funds under this AGREEMENT.

VIII. The CONTRACTOR will consult with the STATE Historic Preservation Office (SHPO) regarding the planning project because the intended product(s) will be used to guide future development and/or use of the property and therefore potentially impact historic and cultural resources. Materials outlining the purpose, content and format of the planning document(s) will be submitted for SHPO review and approval. Subsequent partial drafts will be submitted at our about 20%, 40%, 80% and 100% completion.

IX. In the event of any unanticipated archeological discoveries, the CONTRACTOR shall stop all work and notify the STATE immediately. Work shall not resume until the STATE determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

***X.** The CONTRACTOR shall provide the following documentation to the STATE prior to the final execution of this AGREEMENT:

- A copy of the Good Faith Efforts Program Outline.
- Vendor Responsibility Questionnaire.

***XI.** The CONTRACTOR may receive payment by paper check if expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances

*Conditions noted with an asterisk must be satisfied prior to commencement of work on this project.

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APPENDIX F - PROGRAM SPECIFIC REQUIREMENTS

I. Construction Requirements.

A. Contract plans, specifications, and cost estimates shall be submitted to the STATE for review prior to the letting of any construction contract by the CONTRACTOR. Once all changes have been made and agreed to by the STATE and the CONTRACTOR, the CONTRACTOR shall submit three copies of the plans, specifications and cost estimates to the STATE. The STATE shall verify that the plans, specifications and cost estimates are in conformance with the work described in "APPENDIX B - BUDGET" and shall so notify the CONTRACTOR in writing; the STATE shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. A complete set shall be returned to the CONTRACTOR by the STATE and shall be kept on the project site at all times. All plans and specifications as reviewed shall become part of this AGREEMENT, and no change or revision may be made to such plans and specifications without the express written consent of the STATE.

B. Contracts for construction in excess of thirty five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to the STATE prior to awarding a contract, and an executed copy of the construction contract will thereafter be submitted to the STATE.

C. The CONTRACTOR shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building Code (parts 1100-1102 of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

D. It is the CONTRACTOR'S responsibility to assure that all work on the project complies with all applicable state and/or local laws including, but not limited to, zoning ordinances and building codes.

E. All purchase contracts involving an expenditure of more than ten thousand dollars (\$10,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.

F. It is the CONTRACTOR's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for STATE audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The CONTRACTOR must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this AGREEMENT, similar proof or waiver from the contractor or sub-contractor, and must maintain such documentation on file for audit.

G. Goods and services which are not required by this contract to be procured by the CONTRACTOR pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

II. Fees. The CONTRACTOR may charge a reasonable fee for the use of any facility, which is part of the project.

A. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the object is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.

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B. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

C. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

D. This provision does not apply to non-resident fishing and hunting license fees.

III. Funding. The CONTRACTOR hereby certifies that the funds made available by the STATE under this AGREEMENT shall not supplant local funds already appropriated or identified by the CONTRACTOR for the project.

IV. Termination. The CONTRACTOR shall complete the project as set forth in this AGREEMENT, and failure to render satisfactory progress or to complete the project to the satisfaction of the STATE may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the STATE. In the event the CONTRACTOR should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the CONTRACTOR by the STATE and not expended in accordance with this AGREEMENT shall be repaid to the STATE upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the CONTRACTOR would otherwise be entitled an amount equal to the monies demanded (see Section III of this AGREEMENT).

V. Alienation.

A. The CONTRACTOR shall not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, unless it shall have first received the written approval of the STATE.

B. The CONTRACTOR agrees to own or hold by lease and to maintain and operate the project for a period of 20 years from the date of the final disbursement of State funds under this AGREEMENT. During such period, the CONTRACTOR shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the STATE.

RESOLUTION NO.: 347 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 146 THIRD STREET (SECTION 18, BLOCK 10, LOT 7) AT PRIVATE SALE
TO DMITRY PAVLOV FOR THE AMOUNT OF \$8,000.00**

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 146 Third Street, being more accurately described as Section 18, Block 10, Lot 7 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
146 Third Street	18 - 10 - 7	Dmitry Pavlov	\$8,000.00

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

146 Third Street, City of Newburgh (18-10-7)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties 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 2017-2018, 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 2017-2018, 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. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The parcel is 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 property 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 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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 thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser 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.: 348 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 76 WEST STREET (SECTION 20, BLOCK 1, LOT 53) AT PRIVATE SALE TO
GERARD AND MARY BETH PORRECA FOR THE AMOUNT OF \$5,000.00

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 76 West Street, being more accurately described as Section 20, Block 1, Lot 53 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before March 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
76 West Street	20 - 1 - 53	Gerard and Mary Beth Porreca	\$5,000.00

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 76 West Street, City of Newburgh (20-1-53)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties 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 2017-2018, 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 2017-2018, 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. Notice is hereby given that the property is vacant and unoccupied. The parcel is 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 property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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 thirty (30) days in advance of closing title and approved by the City's Engineer.

16. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.: 349 - 2017

OF

DECEMBER 11, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 93 HASBROUCK STREET (SECTION 38, BLOCK 5, LOT 7)
AT PRIVATE SALE TO JASKARAN SAWHNEY AND JASPREET SINGH
FOR THE AMOUNT OF \$56,000.00

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 93 Hasbrouck Street, being more accurately described as Section 38, Block 5, Lot 7 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before March 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
93 Hasbrouck Street	38 - 5 - 7	Jaskaran Sawhney Jaspreet Singh	\$56,000.00

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

93 Hasbrouck Street, City of Newburgh (38-5-7)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties 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 2017-2018, 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 2017-2018, 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. Notice is hereby given that the property is vacant and unoccupied. The parcel is 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 property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 16, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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 thirty (30) days in advance of closing title and approved by the City's Engineer.

16. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.: 350 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN EXTENSION TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES**

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015, Resolution No.: 23-2016 of January 25, 2016, and Resolution No.: 304-2016 of November 14, 2016, which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement will expire on December 31, 2017; and

WHEREAS, the parties wish to extend the last amended agreement to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a two (2) month extension of services from January 1, 2018 to February 28, 2018; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2017 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:

2g. Inspections. Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

4. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of January, 2018 and shall end on the 28th day of February, 2018, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

Name: RICK MILTON

Title:

Date: _____

Name: MICHAEL G. CIARAVINO

Title: City Manager

Date: _____

Pursuant to Resolution No.:

SCHEDULE "A"

1. 182 Broadway
2. 185 Broadway
3. 189 Broadway (f/k/a 187-191)
4. 235 Carpenter Avenue
5. 24 Carson Avenue
6. 101 Carter Street
7. 248 First Street
8. 379 First Street
9. 383 First Street
10. 35 Grove Street
11. 60 Hasbrouck Street
12. 74 Henry Avenue
13. 81 Henry Avenue
14. 44 Johnes Street #103J - 58-1-1.-3
15. 44 Johnes Street #110J - 58-1-1.-10
16. 47 Lander Street
17. 136 Lander Street
18. 48 Larter Avenue
19. 41 Liberty Street
20. 71 Liberty Street, WH
21. 6 Locust Street
22. 7 Locust Street
23. 80 Prospect Street
24. 373 Third Street
25. 89 W. Van Ness Street
26. 51 William Street

Revised 12/1/2017

RESOLUTION NO.: 351 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT RESTORE NY GRANT
IN AN AMOUNT NOT TO EXCEED \$845,450.00 WITH A TEN PERCENT MATCH FOR
THE REDEVELOPMENT OF THE DUTCH REFORMED CHURCH**

WHEREAS, by Resolution No. 246-2017 of August 14, 2017, the City Council of the City of Newburgh authorized the City Manager to execute an agreement to stabilize the Dutch Reformed Church and to negotiate on behalf of the City of Newburgh a land development agreement with Alembic Community Development, and its development partners, in connection with the redevelopment of the Dutch Reformed Church, the City Club and 2 Montgomery Street; and

WHEREAS, the Empire State Development (ESD) Restore New York Communities Initiative provides funding for the purpose of revitalizing communities and stabilizing neighborhoods; and

WHEREAS, the City of Newburgh is a qualified applicant under the ESD Restore New York Communities Initiative and intends to apply for a Restore NY grant to support the redevelopment of the Dutch Reformed Church by its development partner Alembic Community Development; and

WHEREAS, by Resolution No. 329-2017 of November 27, 2017, the City Council of the City of Newburgh scheduled a public hearing to receive comments concerning the City of Newburgh Restore NY grant application for the redevelopment of the Dutch Reformed Church at its regular meeting of December 11, 2017; and

WHEREAS, at its regular meeting of December 11, 2017, the City Council of the City of Newburgh duly convened and completed said public hearing; and

WHEREAS, the City Council finds that the redevelopment of the Dutch Reformed Church is consistent with the City's Comprehensive Master Plan, Future Land Use Plan and Zoning Code; and

WHEREAS, ESD Restore New York Communities Initiative financing is appropriate for the stabilization and repairs necessary to rehabilitate the Dutch Reformed Church; and

WHEREAS, the City Council finds that the rehabilitation of the Dutch Reformed Church will facilitate effective and efficient use of existing grant funds awarded to the City of Newburgh to stabilize and repair the historic structure for future community use which will promote economic

development in the City of Newburgh's downtown neighborhood and promote the preservation of a vital and important historic building; and

WHEREAS, the ESD Restore New York Communities Initiative requires a 10% match in the amount of \$84,545.00 which will be derived from existing grant funding awards to the City of Newburgh and the Newburgh Preservation Association for the structural stabilization and repairs to the Dutch Reformed Church; and

WHEREAS, the City's development partner, Alembic Community Development has submitted a written commitment to fund the cost of the ESD Restore New York Communities Initiative grant application fee in the amount of \$500.00 and has submitted a detailed plan for the redevelopment of the Dutch Reformed Church and to engage the City's residents and stakeholders in creating a plan for the end use of the rehabilitated structure to best meet the needs of the community and the downtown neighborhood; and

WHEREAS, this Council finds that applying for and accepting funding for this purpose is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Empire State Development Restore New York Communities Initiative Program grant in an amount not to exceed \$845,450.00 with a 10% match in the amount of \$84,545.00 to be derived from existing grant awards for the rehabilitation of the Dutch Reformed Church; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

Round 5

**RESTORE NY
COMMUNITIES INITIATIVE**

Municipal Grant Program

September 15, 2017

**Empire State Development (ESD) Request for
Funding Proposals**

GUIDELINES

Proposal Due Date: 3:00 p.m. – Friday, December 15, 2017



**Restore
New York**

Restore NY Guidelines

Table of Contents

- Section 1: Intent to Apply Form (must be received by 5:00 pm Friday, October 13, 2017)
- Section 2: Program Description and Goals
- Section 3: Funding Proposal Submission Package Requirements
- Section 4: Funding Proposal Instructions
- Section 5: Funding and Project Limits
- Section 6: Scoring Criteria
- Section 7: Definitions
- Section 8: Terms and Conditions
- Section 9: State Historic Preservation Office (SHPO) Consultation Instructions
- Section 10: ESD Regional Offices and Other Resources
- Attachment: Restore NY Application



**Restore
New York**

Section 1 – Intent to Apply for Restore NY Funding

If a municipality is intending to apply for Restore NY funding, this form must be submitted by the chief elected official. Mail form to the attention of Molly Bauer, Restore NY, Empire State Development, 625 Broadway, Albany, NY 12245 or e-mail a signed PDF copy to RNY5Intent@esd.ny.gov by **October 13, 2017**.

Applications from municipalities that do not submit this form will not be accepted.

ESD will acknowledge receipt of the Letter of Intent by sending a confirmation e-mail to the contact person identified below. It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received by October 16th, the municipality must contact ESD at (518) 292-5200.

Municipal Name	
Street Address (not PO Box)	
City, State, Zip	
County	
Contact Name	
Title	
Phone Number	
E-Mail Address	
NYS Unemployment Insurance Tax #	
Type of Municipality	City ☐ Town ☐ Village ☐
Senate District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#
Assembly District #(s) and Name(s) (If multiple, list all. Attach additional page if necessary.)	#

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. **You must attach or include a list of the properties for which you will seek funding.** All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may also submit one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not. **You may not apply for a project that was not the subject of an approved letter of intent.**

Name of Project	
Number of Properties	
Estimated Project Costs	
Estimated Restore NY Request	
Name of Development Company	
Briefly describe project	

Signature			
Title		Date	

Section 2 – Program Description and Goals

The 2017-18 State Budget provided new funding for the Restore New York Communities Initiative and gave Empire State Development the responsibility of implementing this program for the purpose of revitalizing communities and stabilizing neighborhoods.

Municipalities, defined as cities, towns, and villages, are invited to submit a Request for Funding Proposal for projects to demolish, deconstruct, rehabilitate and/or reconstruct vacant, abandoned, condemned and surplus properties. Additionally, funds can be used for site development needs related to such projects, including but not limited to, water, sewer, and parking, but not exclusively for site development.

Projects should be architecturally consistent with nearby and adjacent properties or in a manner consistent with the municipality's local revitalization or urban development plan. Rehabilitation of municipal buildings and properties for municipal reuse is not eligible for Restore NY funding. Greenfield development is also ineligible.

All projects require no less than "10 percent of the award amount" in matching contributions. Cash and in-kind contributions are allowed. Please see Section 7 of the guidelines for further information on the match requirements.

An important goal of Restore NY is to revitalize urban centers. It is anticipated that, upon completion, the projects funded by Restore NY grants will attract individuals, families, industry and commercial enterprises to the municipality. It is further anticipated that the improved community and business climate will result in an increased tax base, thereby improving municipal finances and the wherewithal to further grow the municipality's tax and resource base and lessen its dependence on state aid.

Awards will be made to qualified applicants based on statutory criteria and, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

Strong emphasis will be placed on projects from economically distressed communities as described in the statute. Priority will also be given to projects that leverage other state or federal redevelopment, remediation, or planning programs.

Strong emphasis will also be placed on project feasibility and readiness. Projects will score higher when they demonstrate that a majority of the criteria in Section 4 of the Application have been satisfied. This includes the following: Project Feasibility (e.g. market feasibility, business plan, letters of commitment on financing, etc.); Project Readiness (e.g. conformance with local planning and zoning, federal and state permits, etc.); Transportation and Utility Readiness (e.g. transportation analysis, utility evaluations, etc.); and Environmental Readiness (e.g. SEQR and SHPO consultation, etc.). Applicants that can demonstrate that plans are in place, project financing has been committed, and that the project is expected to start within a year of a Restore NY award will be considered more competitive.

Section 3 – Funding Proposal Submission Package Requirements

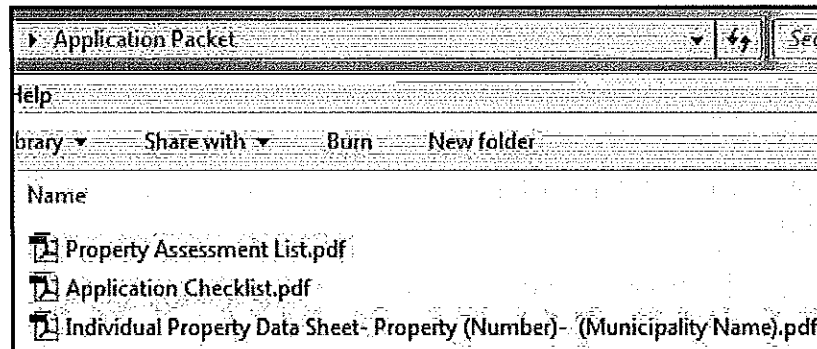
Intent to Apply Deadline	No later than 5:00pm EST on Friday, October 13, 2017
Application Deadline	No later than 3:00pm EST on Friday, December 15, 2017
Eligible Applicants	All New York State cities, towns, and villages (Counties, not-for-profit and private entities are not eligible.)
Number of Copies	▪ 1 copy ▪ All materials must be on 8.5" x 11" paper ▪ Assemble documents in a 3-ring binder no thicker than 2 inches and include all forms, enclosures, and attachments ▪ Place the municipality's name on the cover <u>and</u> the spine of the binder
Mail or Deliver	▪ <u>1 copy submitted via the CFA</u> ▪ <u>1 copy of the Submission Package</u> (defined below) and the Application Fee to: Empire State Development Attention Molly Bauer 625 Broadway Albany, NY 12245 ▪ IF there are more than 5 properties included in the project please submit 4 copies of the Individual Data Property Sheets to the above address.
Application Fee	A non-refundable check payable to Urban Development Corporation d/b/a Empire State Development in the amounts indicated below: ▪ \$2,000 for cities over 100,000 population ▪ \$1,000 for cities and villages of 40,000–99,999 population ▪ \$500 for municipalities under 39,999 population If a community applies for a special project in addition to a normal project, it is required to pay the same fee for that application as well. Application Fee must be included with the application binder sent to the above address.
Submission Package	▪ Completed Restore NY Application and Attachments (Printed from the CFA) ▪ Certification of Completeness signed by a Municipal Official ▪ Written commitment(s) of matching funds ▪ Proof of Notice of Public Hearing ▪ Proof of publication of the Property Assessment List ▪ A true and complete copy of the Municipal Resolution ▪ Application Fee All documents above are due at application deadline
Questions	See Section 10 for contact information. ▪ For questions regarding this application, e-mail restoreny@esd.ny.gov or contact your local ESD Regional Office. ▪ For specific questions regarding SEQRA, contact the NYS Department of Environmental Conservation. ▪ For specific questions about SHPO, contact the NYS Office of Parks, Recreation and Historic Preservation, or ESD's Planning and Environmental Review Office.

Section 4 – Funding Proposal Instructions

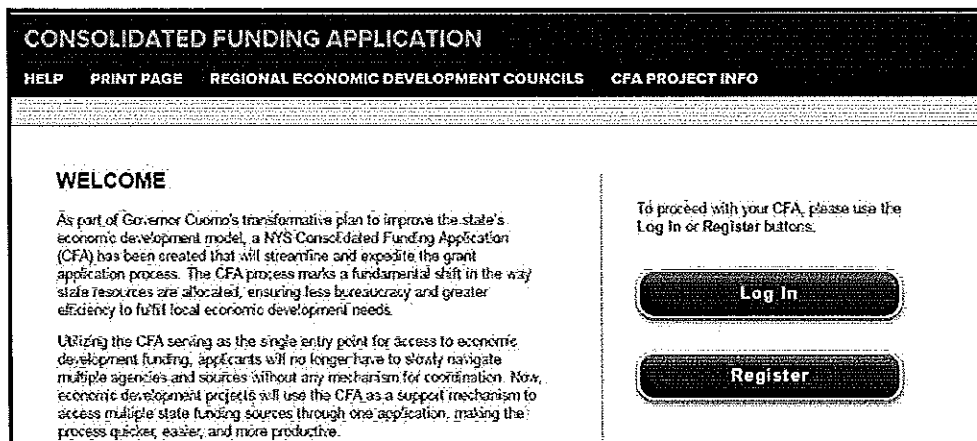
If the municipality intends to apply for Restore NY funding, an Intent to Apply form must be submitted by the chief executive of the municipality by **October 13, 2017** (see Section 1). All municipalities are eligible to submit two letters of intent for normal projects, but only one application. Eligible municipalities may submit one additional letter of intent for the special project. Please document on the Intent to Apply forms if it is for a special project or not. **Applications from municipalities that do not submit an Intent to Apply form will not be accepted.**

The Intent to Apply form must provide a brief project description that includes how the project meets Restore NY goals (e.g. that the project will demolish/deconstruct and/or rehabilitate/ reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed use buildings). The description should include the size of the project (e.g. number of and/or square feet of buildings in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. Final application may not significantly differ from the Intent to Apply.

Upon receipt of the Intent to Apply Form, ESD will e-mail the primary contact the Restore NY Application Packet. This packet contains documents that will be needed for the application. The packet will also be available on the ESD Restore NY website.



Use of the States' Consolidated Funding Application (CFA) online portal is required. This application portal will collect all necessary information for the Restore NY application.



The Restore NY Application must be certified by the chief elected official that it is complete, true and accurate. Incomplete applications will not be considered. However, ESD, at its sole discretion, reserves the right to accept minor amendments and additions to this application.

The following documents must be included with your application:

- Property Assessment List- included in Restore NY Application Packet
- Individual property packet for each property- included in Restore NY Application Packet
- Project proposal from lead entity conducting project
- Credentials and qualifications/resume of lead entity conducting project
- Site map with each property clearly marked
- Letter from local planning/zoning officials stating project is compatible with local ordinances
- Third party project cost estimates
- Five years of operating pro formas
- Letter of matching fund commitments
- Publication proof of Property Assessment List*
- Publication proof of notice of public hearing**
- Municipal resolution

*A Property Assessment List (as defined in Section 7) must be published in a local daily newspaper either in print or online for three consecutive days. Evidence of the publication must be included in the application. Acceptable documentation is (1) photocopies of all three advertisements showing the dates of publication and/or (2) a signed receipt from the newspaper. Property Assessment List form is provided by ESD.

**A public hearing must be held to discuss the Restore NY application and the Property Assessment List. Proof of the publication of the Notice of a Public Hearing to discuss the Restore NY application and the Property Assessment List must be included in the application.

Individual properties must be bundled into a definable "project" (as defined in Section 7). The project may include the demolition, deconstruction, rehabilitation and/or reconstruction of a building or group of buildings that furthers the goals of revitalizing an urban center, encouraging commercial investment or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their revitalization is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan. A site map must be included for each project clearly identifying all targeted properties. If the buildings are not proximate to each other, an explanation of their strategic interrelationship should be included in the letter of intent and application.

All municipalities may apply for one project subject to the normal limits defined in Section 5. In addition, however, municipalities may also compete for one of up to three special project awards to be made statewide or may combine the two as defined in Section 7.

Individual Property Data Sheets and budgets must be completed for each property submitted. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (last page of the application packet).

The municipality's legislative body must pass a resolution finding that the proposed project is consistent with the municipality's local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities where applicable. **A true and complete copy of the resolution must be included in the application.**

Section 5 – Funding and Project Limits

Applicant Funding and Project Limits	# Project	Funding Per Project
Cities over 100,000 population based on the last census	1 Project	\$5 million
Cities and villages between 40,000 and 99,999 population based on the last census	1 Project	\$2 million
All other municipalities	1 Project	\$1 million
Empire State Development may grant up to three special awards. Cities with populations less than 100,000 and all towns and villages that are classified as highly distressed may apply for an additional \$5 million to put toward a second separate project OR toward part of a larger project in addition to the funding limits listed above. The project must meet the definition of a "special project," as defined in Section 7 of the Restore NY Guidelines.	1 Project	\$5 million

The above funding per project is the maximum possible, but projects are also subject to the caps set forth below, a municipality may not be awarded the maximum. Commercial projects funding is determined by square foot caps and may not exceed the calculated amount unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. Residential projects funding is determined by the activity occurring (i.e. demolition and reconstruction), and may not exceed caps per property unless there is a need for lead and/or asbestos removal. In that case the two numbers can be combined for a total funding cost. An apartment building is considered one property regardless of the number of units in it.

Residential Property	Per Unit Maximum Allowance
Demolition/Deconstruction	\$20,000
Rehabilitation/Reconstruction	\$100,000

Maximum Commercial Building DEMOLITION Allowance Per Square Foot					
Source: Marshall Valuation Service					
ESD Region	Class A Structural Steel	Class B Reinforced Concrete	Class C Masonry Walls	Class D Wood or Steel	Class S Metal bents or Columns
Capital Region	\$7.66	\$9.70	\$6.28	\$5.42	\$5.07
Central NY	\$7.73	\$9.61	\$6.12	\$5.24	\$5.02
Finger Lakes	\$7.59	\$9.87	\$6.12	\$5.28	\$4.93
Long Island	\$10.04	\$12.34	\$7.90	\$6.92	\$6.65
Mid-Hudson	\$10.10	\$12.34	\$7.90	\$6.92	\$6.61
Mohawk Valley	\$7.19	\$9.10	\$5.79	\$5.10	\$4.67
New York City	\$10.10	\$12.34	\$7.96	\$6.97	\$6.65
North Country	\$6.92	\$8.51	\$5.52	\$4.86	\$4.49
Southern Tier	\$7.05	\$8.76	\$5.52	\$4.77	\$4.54
Western NY	\$7.80	\$9.70	\$6.33	\$5.42	\$5.07

Maximum Commercial Building CONSTRUCTION Allowance Per Square Foot										
Source: Marshall Valuation Service										
ESD Region	OFFICE				LIGHT MANUFACTURING				RETAIL*	
	Class A	Class B	Class C	Class D	Class A	Class B	Class C	Class D	Class C	Class D
	Structural Steel	Reinforced Concrete	Masonry or Concrete	Wood /Steel Studs	Structural Steel	Reinforced Concrete	Masonry Walls	Wood /Steel Studs	Masonry or Concrete	Wood or Steel Studs
Capital Region	\$185.19	\$180.70	\$134.35	\$122.24	\$92.45	\$88.52	\$61.43	\$53.91	\$98.79	\$89.63
Central NY	\$186.83	\$179.11	\$130.87	\$118.02	\$93.27	\$87.74	\$59.84	\$52.05	\$96.23	\$86.54
Finger Lakes	\$183.55	\$183.87	\$130.87	\$119.08	\$91.63	\$90.07	\$59.84	\$52.51	\$96.23	\$87.31
Long Island	\$242.55	\$229.84	\$169.09	\$155.96	\$121.09	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mid-Hudson	\$244.19	\$229.84	\$169.09	\$155.96	\$121.91	\$112.59	\$77.32	\$68.78	\$124.33	\$114.35
Mohawk Valley	\$173.72	\$169.60	\$123.92	\$114.86	\$86.73	\$83.08	\$56.66	\$50.65	\$91.12	\$84.22
NYC	\$244.19	\$229.84	\$170.25	\$157.01	\$121.91	\$112.59	\$77.85	\$69.24	\$125.19	\$115.12
North Country	\$167.16	\$158.51	\$118.13	\$109.59	\$83.45	\$77.65	\$54.02	\$48.33	\$86.86	\$80.36
Southern Tier	\$170.44	\$163.26	\$118.13	\$107.48	\$85.09	\$79.98	\$54.02	\$47.40	\$86.86	\$78.81
Western NY	\$188.47	\$180.70	\$135.50	\$122.24	\$94.09	\$88.52	\$61.96	\$53.91	\$99.64	\$89.63

* Retail includes retail mixed with office or residential.

**Maximum Allowance Where Certain HAZARDOUS MATERIALS are Present in the
Demolition or Reconstruction Per Square Foot**

Source: Marshall Valuation Service

ESD Region	Asbestos Abatement	Lead Removal
Capital Region	\$51.06	\$19.15
Central NY	\$49.74	\$18.66
Finger Lakes	\$49.74	\$18.66
Long Island	\$64.27	\$24.10
Mid-Hudson	\$64.27	\$24.10
Mohawk Valley	\$47.10	\$17.67
New York City	\$63.39	\$23.77
North Country	\$44.90	\$16.84
Southern Tier	\$45.34	\$17.01
Western NY	\$51.50	\$19.32

Section 6 – Scoring Criteria

Applications will be scored based on how they address the goals of the Restore NY Communities Initiative and statutory criteria. Awards will be made, to the fullest extent possible, in a geographically proportionate manner throughout the state. As such, funds may not be awarded to some applications with higher scores.

A maximum of 115 points can be achieved based the categories defined in the table below.

Points	Criteria	Scale
Up to 15	Economic Distress	15 – High 10 – Moderate 5 – Slight
Up to 25	Other Statutory Priorities	5 – Mostly in an Investment Zone –or– 5 – Mostly in a Brownfield Opportunity Area Up to 20 – Leverage of other State and Federal Programs
Up to 40	Program Goals	Up to 20 – Induce Commercial Investment Up to 10 – Revitalize an Urban Center Up to 10 – Improve Local Housing
Up to 20	Project Readiness / Feasibility	Up to 20
Up to 15	President/CEO Commissioner Discretion	Up to 15
Maximum 115		

Section 7 – Definitions

BROWNFIELD shall mean any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant.

BROWNFIELD OPPORTUNITY AREA (BOA) shall mean an area of the municipality that has been approved for funding under the Brownfield Opportunity Area Program for the purpose of establishing a community based revitalization plan and implementation strategy to achieve brownfield redevelopment in a proactive and systematic way.

BUILDING CATEGORY shall mean the following:

- ABANDONED shall mean a wrecked or derelict building that has been left abandoned and unprotected.
- CONDEMNED shall mean a building declared by official order to be unfit for use.
- SURPLUS shall mean a municipally-owned building deemed surplus or no longer required.
- VACANT shall mean having no occupants, or is mostly unoccupied.

BUILDING TYPE shall mean the following:

- COMMERCIAL shall mean real estate zoned for business or industrial use including retail, and that is at least 85% used for business, industrial and/or retail purposes.
- RESIDENTIAL shall mean real estate that is zoned for single-family homes, multi-family apartments, townhouses, condominiums and co-ops, and that is at least 85% used for residential purposes.
- MIXED USE shall mean buildings that include a combination of commercial, office, retail and residential uses.

ECONOMICALLY DISTRESSED COMMUNITY shall mean the following:

- HIGHLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 7 of the criteria listed below:
- MODERATELY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet at least 5 of the criteria listed below:
- SLIGHTLY DISTRESSED COMMUNITIES shall have at least 100 households receiving public assistance income in the last decennial census (threshold requirement) and meet 4 of the criteria listed below:
 - ☐ Population loss between the last and previous decennial census – an absolute loss in population.
 - ☐ Unemployment rate (2015 ACS 5 year average) higher than the state (8.2%). (Municipal rate was used if population was over 25,000, otherwise county rate was used.)
 - ☐ Private sector employment growth rate between 2010 and 2015 was lower than the state's rate (2.5%) OR Private sector employment in 2015 was less than the state (78.0%)
 - ☐ Portion of households receiving public assistance in 2015 was greater than the statewide portion (15.4%).

- ☐ Poverty rate in 2015 was greater than the state's poverty rate (15.7%).
- ☐ Per Capita Income change between 2010 and 2015 was less than the growth in the consumer price index (CPI) for all urban consumers nationally (8.5 percent) OR Per capita income in the municipality was less than the state's per capita income (\$32,236) in 2015
- ☐ Full Value Assessment of Taxable Property growth between 2010 and 2015 was less than the statewide growth.
- ☐ Taxable sales growth rate between the period of March 2009 through February 2010 and the period of March 2012 through February 2013 in the county was less than the statewide growth in taxable sales.

ELIGIBLE APPLICANT shall mean any New York State city, town, or village.

GREENFIELD shall mean a piece of property that is undeveloped or a previously developed site that has been cleaned up and is ready for redevelopment. Greenfield projects are not eligible for Restore NY funding.

IN-KIND shall mean a contribution, service or administrative cost associated with the project including funds from other federal, state, or local governments and private contributions. For Restore NY purposes, in-kind contributions will be allowed retroactive to the enactment of the Restore NY round five appropriation (April 10, 2017).

HISTORIC AND/OR CULTURAL PLACE OR PROPERTY shall mean any building, structure, district, area, site, or object, including an underground and underwater site, that is of significance in the history, architecture, archeology, or culture of the state, community, or nation.

LEAD AGENCY shall mean a public entity principally responsible for undertaking, funding, or approving a project. Examples of lead agencies are county industrial development agencies; municipal planning agencies, boards, and councils; health departments; and zoning boards.

MATCH shall mean cash (which is encouraged) or the value of in-kind services, contributions, or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources, and funds from private contributions. Match amounts must be "firmly committed" and will support the proposed Restore NY project. "Firmly committed" shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

MUNICIPALITY shall mean a municipal subdivision that is a city, town, or village.

RESIDENTIAL PROPERTY shall mean a separately assessed lot, parcel, piece or portion of real property used, or that is to be used, as a private dwelling.

PROJECT shall mean the demolition, deconstruction, rehabilitation, or reconstruction of a building or group of buildings that furthers the goal of revitalizing an urban center, encouraging commercial investment, or adding value to the local housing stock. To constitute a coherent and cohesive project, a group of properties shall be selected because their reconstruction, rehabilitation, deconstruction or demolition is inter-related and will collectively advance a strategic objective of the local revitalization or urban development plan.

PROJECT TYPE shall mean the following:

- DEMOLITION shall mean to completely tear down or raze a building.
- DECONSTRUCTION shall mean the careful disassembly of a building of architectural or historic significance with the intent to rehabilitate or reconstruct the building, or salvage the disassembled material from the building for reuse.
- REHABILITATION shall mean structural repairs, mechanical systems repair or replacement, repairs related to deferred maintenance, emergency repairs, energy efficiency upgrades, accessibility improvements, mitigation of lead-based hazards, and other repairs that result in a significant improvement to the property, provided however, that to the extent possible, such rehabilitation shall be architecturally consistent with nearby and adjacent properties, or done in a manner consistent with a local revitalization or urban development plan.
- RECONSTRUCTION shall mean the construction of a new building, which is similar in architectural style, size and purpose to a previously existing building at such location, provided however, that to the extent possible that such reconstruction is architecturally consistent with nearby and adjacent properties, or in a manner consistent with a local revitalization or urban development plan.

PROPERTY ASSESSMENT LIST shall mean a list compiled by a municipality, after it conducts an assessment of vacant, abandoned, surplus or condemned buildings within its jurisdiction, and based upon that assessment: (i) sets forth for each property a description of each building that includes the location, size and residential or commercial natures of each building, and whether the building is proposed to be demolished, deconstructed, rehabilitated or reconstructed; (ii) that has been published in a local daily newspaper for no less than three consecutive days; and (iii) that has been the subject of public hearings in the municipalities where the buildings are located.

SITE CONTROL shall mean (i) ownership by the municipal applicant or (ii) written consent from the ownership entity and, if different, the entity that has legal control of the site consenting to the application for Restore NY funding and, if awarded, agreeing to use Restore NY funds as outlined in the application.

SOFT COSTS shall mean costs related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include such items as architecture, design, engineering, permits, inspections, consultants, environmental studies, and regulatory demands needing approval before construction begins. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

SPECIAL PROJECT shall mean a project that results from a severe economic injury to the community, leaving a highly visible and blighted property or properties in the central business district of a highly distressed community which has a depressing effect on the overall economic development potential of the community. This is limited to cities with populations less than 100,000 and all towns and villages that are classified as highly distressed according to ESD's definitions in Section 7 and listed on the Restore NY website.

URBAN CENTER shall mean a central place that functions as the dominant center of an urban area. The U.S. Census Bureau identifies one or more central places for each urbanized area (UA) or urban cluster (UC). Among municipalities, any incorporated place that is in the title of the urban area is a central place of that UA or UC. In addition, any other incorporated place that has an urban population of 50,000 or an urban population of at least 2,500 people and is at least 2/3 the size of the largest place within the urban area also is a central place. Any city or village that is part of a UA or UC and the population of which constitutes no less than 5% of the UA or UC will also be considered an Urban Center.

Section 8 – Terms and Conditions

A municipality that is granted an award or awards shall provide a matching contribution of no less than ten percent of the aggregated Restore NY award or awards amount. Such matching contribution may be cash or the value of in-kind services, contributions or administrative costs dedicated to this project, including funds from federal, state (other than Restore NY funds) and local government sources and funds from private contributions. Match amounts must be “firmly committed” to support the proposed Restore NY project. “Firmly committed” shall mean there must be a signed, written agreement to provide the resources and services. The written agreement may be contingent upon an applicant receiving a Restore NY award.

In-kind contributions may include, but shall not be limited to, the efforts of municipalities to conduct an inventory and assessment of vacant, abandoned, surplus, condemned and deteriorated buildings, and to manage and administer grants awarded to the municipality from the Restore NY Communities Initiative.

Final funding awards will be subject to approval by ESDC Board of Directors following project selection and the anticipated availability of funds. A 1% commitment fee based on the grant amount awarded (not to be less than \$100) will be assessed to all awardees. The commitment fee will be due upon Board approval.

ESD reserves the right to offer project awards to sponsors in different amounts and under different terms than requested. ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances. Expenditures incurred prior to the application due date (December 15, 2017) are not eligible for reimbursement by Restore NY grant funds.

Applications shall be reviewed by the Affirmative Action Unit of ESD, which shall, in consultation with the applicant and/or proposed recipient of Restore NY assistance and any other relevant interested parties, develop appropriate goals, in compliance with applicable law (including Section 2879 of the Public Authorities Law, Article 15-A of the Executive Law and Section 6254 (11) of the Unconsolidated Laws) and the policy of ESD, for participation by minority group members and women. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability, or marital status shall be required.

ESD’s Non-discrimination and Contractor Diversity policy will apply to the Restore projects. The Recipient shall be required to use good faith efforts to achieve an overall Minority and Women Business Enterprise (“MWBE”) participation goal to be set at the time of the award, a goal related to the total value of ESD’s funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project.

Final funding awards will be subject to ESD Board of Directors approval; approval by the New York State Office of Parks, Recreation and Historic Preservation (if applicable); public hearing; and approval by the Public Authorities Control Board.

It is expected the project will proceed in the time frame set forth by the applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project. All Restore NY awards will expire 2 years from the award date unless expressly extended by ESD.

ESD encourages the environmentally sustainable practice of recycling construction/demolition (C&D) debris rather than disposition in a landfill. As this is an emerging practice that may not yet be available or commercially feasible in every region of the state, ESD’s Environmental Division will survey municipalities receiving Restore NY awards and their deconstruction/demolition contractors to learn what options they had for C&D debris disposition and whether any of the material was recycled. As a condition of award, the municipality and its contractors must provide the information requested in this survey. NOTE: While C&D recycling is encouraged, it is not required.

Section 9 – State Historic Preservation Office (SHPO) Consultation Instructions

Under the New York State Historic Preservation Act, Section 14.09 and its associated rules and regulations, State funded (in whole or in part) activities that have the potential to affect historic properties, either directly or indirectly, must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Regulations associated with this law define a Historic and/or Cultural Place or Property as “any building, structure, district, area, site or object including underground and underwater sites, that is of significance in the history, architecture, archeology or culture of this state, its community or the nation.”

The SHPO process does not need to be completed prior to the submission of the Restore NY application; however, it MUST be completed prior to the approval by ESD Board of Directors. No Restore NY grant funds can be disbursed prior to ESD Board approval.

In order to expedite the SHPO review process, the applicant must provide the information outlined below for the appropriate project category. Project information should be provided to OPRHP via their Cultural Resource Information System (CRIS). This interactive, web-based system offers the public and government partners convenient and extensive access to the agency’s historic records while streamlining the agency’s delivery of historic preservation programs. The system is available at <https://cris.parks.ny.gov/>. If you or your consultant has not already used NY-CRIS, please go to <http://nysparks.com/shpo/online-tools/> and select the link for the “How to” video, which will guide you through the log-in and project submission process. OPRHP suggests that if you have not previously accessed the CRIS system that you sign up for an NY.GOV account when prompted. This will give you more comprehensive access to the system. CRIS related questions can be submitted to CRISHelp@parks.ny.gov.

All new project entries into the CRIS program should enter the Project Name beginning with “Restore NY” then the name of the project and then the number of involved buildings.

Example: Restore NY/Smith Road Rehabilitation/12 Buildings

Demolition Projects

For a demolition project involving a single building (parcel) or a grouping of contiguous buildings (parcels) the information should be entered into CRIS as a single project. In Step 3 of CRIS you will be asked if your project includes one or multiple parcels. If your project is a single property you will select that option in this step. If the project involves multiple adjacent buildings and parcels select the multiple parcel option and draw a boundary around the project area in CRIS Step 3.

Next, in CRIS Step 4 (Built Resources) you will be asked to add specific information about the building associated with your project. Complete this data and add current photographs (jpg.) of the building and any other building specific information. Please be sure to only link building specific photographs and data in this section. Project specific data will be added in a later step.

Once you complete a building’s information you will be brought to the Built Resource grid where you can add another property if your project contains more than one building (multiple parcels). To add another building you will select the “Enter Built Resource” tab and provide the requested information for the property (parcel). You will repeat this process for each building involved in your project.

For demolition projects of discontinuous buildings (parcels) the submission process follows the same guidance as above. However, in CRIS Step 3 when asked if the project includes multiple properties you will need to select the single property option. This will bypass the need to enter each individual building (parcel) site as a separate and new project in CRIS.

Complete CRIS Step 4 as outlined above. Once again, in CRIS Step 4 ONLY attach photographs and historic information for the individual building that you are recording at that time. Do not link project level information at this step, such as site plans or project scopes of work.

In CRIS Step 5 you will need to add a project map or maps (pdf) locating all the involved properties to be included in the project. This is accomplished by selecting the "Attachment" tab and linking a copy of the map (pdf). Additional information about the overall project or individual projects can also be attached here. Be sure to label them carefully when uploading the files. Additional project level photographs can also be added in this step under the "Photos" tab.

Rehabilitation Projects

For individual rehabilitation projects please follow the same CRIS project entry information provided above.

New Construction Projects

For new construction projects, please follow the same CRIS project entry information provided above.

However, in CRIS Step 2 you will need to select the "Will this project involve ground disturbance" option and respond. Documentation of prior ground disturbance will need to be linked in CRIS Step 5. Please be aware that standard farming activities are not classified as ground disturbing activities for the purposes of archaeological assessment.

Under CRIS Step 5 be sure to include photographs of the site to be built on and views looking from the site under the "Photos" tab. Under the "Attachments" tab please add a site plan and any elevations floor plans that are available that depict what is proposed for construction.

It is recommended that the municipality contact NYSHPO's regional staff associated with its area during the application process. Regional staff contact information can be found at <http://nysparks.state.ny.us>. Click on Historic Preservation; next click on Territorial Assignments. Staff members are listed by the counties they service. Help with the CRIS system can be found by contacting CRISHelp@parks.ny.gov.

To check for National Register listed or known eligible properties, historic districts and archaeologically sensitive areas that may include or involve a project, please go to <https://cris.parks.ny.gov/> and use the SEARCH function.

Section 10 – ESD Regional Offices and Other Resources

Letter of Intent E-Mail Address: RNY5Intent@esd.ny.gov

General Restore NY Questions: restoreny@esd.ny.gov

EMPIRE STATE DEVELOPMENT REGIONAL OFFICES AND COUNTIES SERVED

Capital – Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren and Washington

Empire State Development
Hedley Park Place
433 River Street, Suite 1003
Troy, NY 12180
P: 518-270-1130

Central NY – Cayuga, Cortland, Madison, Onondaga, and Oswego

Empire State Development
620 Erie Boulevard West - Suite 112
Syracuse, NY 13204
P: 315-425-9110

Finger Lakes – Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates

Empire State Development
400 Andrews Street - Suite 710
Rochester, NY 14604
P: 585-399-7050

Long Island – Nassau and Suffolk

Empire State Development
150 Motor Parkway, Suite 311
Hauppauge, New York 11788
P: 631-435-0717

Mid-Hudson – Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester

Empire State Development
33 Airport Center Drive - Suite 201
New Windsor, NY 12553
P: 845-567-4882

Mohawk Valley – Fulton, Herkimer, Montgomery, Oneida, Otsego, and Schoharie

Empire State Development
207 Genesee Street
Utica, NY 13501
P: 315-793-2366

North Country East – Clinton, Essex and Franklin and Hamilton

Empire State Development
401 West Bay Plaza
Plattsburgh, NY 12901
P: 518-561-5642

North Country West – Jefferson, Lewis and St. Lawrence

Empire State Development
Dulles State Office Bldg.
317 Washington T, 2nd Floor
Watertown, NY 13601
P: 315-785- 7941

New York City

Empire State Development
New York City Regional Office
633 Third Avenue
New York, NY 10017
P: 212-803-3130

Southern Tier – Broome, Chenango, Chemung, Delaware, Steuben, Schuyler, Tioga and Tompkins

Empire State Development
Binghamton Office State Office Building
44 Hawley Street, Room 1508
Binghamton, NY 13901
P: 607-721-8605

Western NY – Allegany, Cattaraugus, Chautauqua, Erie and Niagara

Empire State Development
95 Perry Street, Fifth Floor
Buffalo, NY 14204
P: (716) 846-8200

Empire State Development Planning and Environmental Review Office

- (212) 803-3252 or 3253

NYS Department of Environmental Conservation

- <http://www.dec.ny.gov>

NYS OPRHP Office of State Historic Preservation Office

- <http://nysparks.state.ny.us/shpo>



New York Office
11 Hanover Square
Suite 701
New York, NY 10005
p: 212.566.8805
f: 212.566.8806

New Orleans Office
1307 Oretha C Haley Blvd
Suite 300
New Orleans, LA 70113
p: 504.569.0014

November 27, 2017

Alexandra Church
Director of Planning and Development, City of Newburgh
123 Grand Street
Newburgh, NY 12550
(845) 569-7388

Dear Ms. Church,

As part of the Restore NY application process for the Dutch Reformed Church,
Alembic will pay the \$500.00 application fee required by Empire State Development.

Sincerely,



Benjamin Warnke
Principal

Individual Property Data Sheet

Municipal Name	CITY OF NEWBURGH
Project Name	DUTCH REFORMED CHURCH

Complete an Individual Property Data Sheet for each building in this application. Limit description to the space provided on this form. Attach a photograph of the building façade for each property. Attach a Site Control Affidavit for non-municipally owned properties (Part 6.c).

Site Name/Address	DUTCH REFORMED CHURCH/132 GRAND STREET
Size (in square feet):	
Is the municipality the owner of this property?	☒ Yes ☐ No
If NO, Name of Property Owner:	
Is the property owner an official of the applicant municipality, or spouse, son or daughter of a municipal official?	☐ Yes ☐ No

Assessed Value of Property	\$387,500	Date of Last Assessment	2017
----------------------------	-----------	-------------------------	------

Is the building/property located in an:	If YES, provide name of zone/area:
Brownfield Opportunity Area ☐ Yes ☒ No	

Project Type: (Check all that apply) (See Section 7 of Guidelines for Definitions)	Demolition ☐	Rehabilitation ☒
	Deconstruction ☐	Reconstruction ☐
In specific terms, describe the reuse strategy for this property. Alembic Development Company will oversee the stabilization of the Dutch Reformed Church in Newburgh. Restore NY funds will go towards emergency roof and structural repairs of the national landmark (completed by 2019). Simultaneously, Alembic will work with Hester Street Collaborative to engage the local community in an in-depth visioning and planning process, which will help determine the DRC's final use.		
Estimated start date:	05/2018	
Estimated completion date:	12/2021	
Describe status of permits, zoning or other regulatory requirements. zoned as part of the Downtown Neighborhood District (DN) and Waterfront Gateway (WG)		

ATTACHMENTS: (1) Façade Photo (2) Site Control Affidavit (if necessary)

Individual Property Budget**Page 1**

Municipal Name	City of Newburgh
Project Name	Dutch Reformed Church

Site Name/Address	DUTCH REFORMED CHURCH/132 GRAND STREET
ESD Region	Mid-Hudson
Total Square Feet (SF)	5,000 square feet

Check One in Each Column

Building Type *	Type of Construction (commercial/mixed-use only)	Building Category *	Project Type *
Residential ☐	Office -- Class A ☐	Vacant ☐	Demolition ☐
Commercial ☒	Office -- Class B ☐	Abandoned ☒	Deconstruction ☐
Mixed-Use ☐	Office -- Class C ☒	Surplus ☐	Rehabilitation ☒
	Office -- Class D ☐	Condemned ☐	Reconstruction ☐
	Light Mfg -- Class B ☐		
	Light Mfg -- Class C ☐		
	Light Mfg -- Class D ☐		
	Retail -- Class C ☐		
	Retail -- Class D ☐		

* See Guidelines Section 7 for Definitions.

RNY Funding Calculation for Commercial Buildings (Commercial ONLY)							
(Commercial Allowance	x	Total SF)	+	(HazMat Allowance	x	Total SF)	= Maximum RNY Funding Request
169.09	x	5000	+	30.91	x	5000	= \$1,000,000

* See Guidelines Section 5 for Commercial and HazMat Allowance Charts

Sources of Project Financing as itemized on the Sources and Uses Statement			
Name of Entity	Funding Amount	Documentation Attached *	
Cash		Yes ☐	No ☒
Bank		Yes ☐	No ☒
Other 1 SHPO (20	\$50,000	Yes ☒	No ☐
Other 2 NYS Office of Parks, Recreation & Historic Preservation	\$69,000	Yes ☒	No ☐
Other 3 Historic Tax Credit Equity	\$375,000	Yes ☐	No ☒
Other 4 Private loan/Mortgage	\$755,550	Yes ☐	No ☒

*** ATTACHMENT:**

- (1) Letters of commitment for all financing sources
- (2) Documentation for all equity commitments

Individual Property Budget – Sources and Uses Statement

Municipal Name		CITY OF NEWBURGH		Property Assessment List										Individual Property Number	
Site Name/Address				DUTCH REFORMED CHURCH / 132 GRAND STREET											
Uses of Funds				Sources of Funds											
	Total	Restore	Muni	Equity*	Bank*	Other 1*	Other 2*	Other 3*	Other 4*						
Acquisition															
▪ Land															
▪ Building															
Subtotal															
General Construction															
▪ New Construction															
▪ Renovation	\$1,500,000	\$369,450						\$375,000	\$755,550						
Subtotal	\$1,500,000	\$369,450						\$375,000	\$755,550						
Infrastructure / Site Preparation															
▪ Demolition															
▪ On-Site Streets															
▪ Parking															
▪ Water/Sewer	\$20,000	\$20,000													
▪ Excavation/Grading															
▪ Enviro. Cleanup	\$154,550	\$154,550													
Subtotal	\$461,750	\$174,550													
Indirect/Soft Costs															
▪ Professional Service/Consultants	\$200,000	\$150,000				\$50,000									
▪ Engineering	\$50,000	\$50,000													
▪ Inspections	\$10,000						\$10,000								
▪ Fees	\$20,000	\$10,000					\$10,000								
▪ Insurance	\$100,000	\$100,000													
▪ Enviro. Assessment	\$25,000	\$25,000													
▪ Legal Costs	\$80,000	\$80,000						\$20,000							
▪ Closing Costs	\$35,000	\$15,000													
▪ Contingencies	\$26,000	\$26,000													
Subtotal	\$546,000	\$456,000				\$50,000	\$40,000								
Other Costs															
Site Maintenance	\$19,000						\$19,000								
Utilities & Carrying Costs	\$10,000						\$10,000								
Subtotal	\$29,000						\$29,000								
TOTAL	\$2,536,750	\$1,000,000				\$50,000	\$69,000	\$375,000	\$775,550						

Part 7.c – Site Control Affidavit for Non-Municipally Owned Properties

Municipal Name City of Newburgh
Project Name _____

It is my/our understanding that _____ will submit a Restore NY
(MUNICIPAL NAME)
grant proposal to Empire State Development Corporation requesting funds to revitalize urban centers,
induce commercial investment and improve the local housing stock.

I/we further understand that the Restore NY program provides grants for up to 90% of the costs to
demolish, deconstruct, rehabilitate and reconstruct residential and commercial properties, subject to
applicable program grant limits.

I/we further understand that the _____ is proposing to use these
(MUNICIPAL NAME)
funds to demolish, deconstruct, rehabilitate and/or reconstruct my property at

STREET, CITY, STATE, ZIP (COUNTY)

I/we certify that I/we are the rightful owners of such property and that I/we consent to have my/our
property included in the Restore NY application and will allow the municipality control of the above
mentioned property for the purposes outlined in this application.

/s/ _____
Type/Print Name _____ Phone: _____

/s/ _____
Type/Print Name _____ Phone: _____

This is to certify that I have reviewed the tax roles for the _____
(MUNICIPAL NAME)
and determined that _____ is/are the owner(s) of record of
(NAME(S) OF PROPERTY OWNER)

STREET, CITY, STATE, ZIP (COUNTY)

TAX MAP # _____

as of the most recent assessment period and that no transfer of ownership information has been
transmitted to the _____ since that date.
(MUNICIPAL NAME)

/s/ _____
(CITY CLERK / TREASURER)
Type/Print Name _____

NOTE: For long term leased properties where the lessee is in control of the property (e.g., a ground lessee), the lessee must also submit a signed Site Control Affidavit.



New York Office
11 Hanover Square
Suite 701
New York, NY 10005
p: 212.566.8805
f: 212.566.8806

New Orleans Office
839 St. Charles Avenue
Suite 100
New Orleans, LA 70130
p: 504.569.0014
f: 504.569.0013

Alembic Community Development welcomes the opportunity to submit this proposal for Restore NY as part of its greater initiative to revive the Dutch Reformed Church in the City of Newburgh. The Church, designed by Alexander Jackson Davis in 1835, is a designated national landmark and an extraordinary example of mid-19th century architecture. The Church has remained vacant and dilapidated for over 40 years, evading demolition through the efforts of local preservationists and residents. It remains one of the most iconic monuments in Newburgh and across the Hudson Valley. In 2005, the World Monument Fund included the Church on their list of the world's most important endangered cultural sites.

In 2017, Alembic Community Development won an RFP released by the City of Newburgh that includes three separate projects, among them the full rehabilitation of the Dutch Reformed Church. Alembic's proposal includes a multi-phased timeline for the Church, broken down as follows:

1. Emergency stabilization to prevent future demise and possible collapse. As detailed in the 2017 roof survey provided by Ryan Biggs I Clark Davis Engineering and Surveying (also includes cost estimate), this would include the following at the very least, and would begin in 2018:
 - Ceiling and debris removal
 - Repairs to roof framing, truss and catwalk.
 - Gallery and temporary gutter repairs

Based on a more detailed survey, additional work may include new window systems, restoration of masonry walls and foundation, reconstruction and reinforcement of front stoop and front steps, among further modifications. Following an environmental investigation, it may include environmental clean-up of hazardous materials such as lead and asbestos. We estimate structural work to begin in 2018.

2. Led by Hester Street Collaborative, a community planning and engagement initiative to ensure the end use of the Church meets the needs and aspirations of City Center residents, community leaders, elected officials and other key stakeholders.
3. Full restoration and build out of the Church's interior to accommodate uses identified through the planning and engagement initiative. We estimate construction costs for this buildout at \$300.00 per square foot based on recent rehabilitation projects in the area, and will be applying for historic tax credits (state and federal) and a mortgage for financing.

In partnership with the City of Newburgh, Alembic Development Company is seeking \$1,000,000 for the structural stabilization, professional services related to its full restoration, and an environmental assessment and possible clean-up. It is our hope that Restore NY will provide financing vital to the structure remaining in stable condition throughout the community visioning and restoration phases.

There are two grants that have been previously awarded to the City, and will fulfill the 10% match requirement of \$100,000 for this grant. The first grant, awarded in 2004, is from the State Historic Preservation Office for \$50,000. The Newburgh Preservation Association (NPA) was awarded a second grant from the New York State Office of Parks, Recreation and Historic Preservation for \$69,000. This grant is in the process of being transferred to the City of Newburgh.



New York Office
11 Hanover Square
Suite 701
New York, NY 10005
p: 212.566.8805
f: 212.566.8806

New Orleans Office
839 St. Charles Avenue
Suite 100
New Orleans, LA 70130
p: 504.569.0014
f: 504.569.0013

Contact

Benjamin Warnke, Principal
(212) 566-8805, Ext. 13
bwarnke@alembiccommunity.com

Michael McCarthy, Director, New York Office
(212) 566-8805, Ext. 12
mmccarthy@alembiccommunity.com

Background and History

Alembic Community Development combines two community development practices that shared a common commitment to collaborative efforts to build stronger communities: Warnke Community Consulting, a consulting firm that designed and implemented community development programs and initiatives and Alembic Development Company, a practice that partners with nonprofit community-based organizations to build affordable and supportive housing and community space. In merging the two into one integrated company, Alembic Community Development offers a full continuum of planning and development services to nonprofit organizations, neighborhoods and cities.

As consultants, among our primary achievements, are:

- Initiating and leading the Rebuild Chinatown Initiative, an organizing and planning effort in the wake of September 11th ;
- Assisting in the capitalization and management of the Renaissance Economic Development Corporation's \$14 million emergency working capital fund for small businesses in Chinatown;
- Assisting in the creation of a community-based nonprofit relief and development organization, now called Hope Community Development Agency, in Biloxi, Mississippi, after its devastation by Hurricane Katrina;
- Coordinating the start-up of two nonprofit organizations in post-Katrina New Orleans: Guardians of the Flame, an organization dedicated to the preservation of the Mardi Gras Indian tradition in New Orleans, and the Lower 9th Ward Neighborhood Empowerment Network Association; and,

Alembic also provides real estate development consulting services to nonprofit organizations, helping them realize their development objectives. Our work includes assisting in the identification and recruitment of development team members, preparing and submitting financing and tax credit applications, preparing and revising development and operating proformas, and overseeing predevelopment work and construction finance management.

As developers, Alembic has over 1,000 units in construction or completed in thirteen projects with a total development cost of approximately \$395 million. The company has also completed one commercial building with a total of 43,000 square feet and total development costs of \$14 million. In addition, we have developed over 75,000 square feet of community facilities and commercial space. Our portfolio includes two historic rehabilitations-- the commercial rehabilitation of an abandoned school building in New Orleans, and the renovation and conversion of a vacant school in Harlem into a new clubhouse for the Boys and Girls Club of Harlem and 79 units of mixed income

housing. The project, PS 186, was recently awarded the Lucy G. Moses Preservation Award and the New York State Historic Preservation Award.

Alembic Development Portfolio

Completed Projects

- 73-unit, \$19.4 million affordable housing project in the Bathgate neighborhood of the Bronx;
- 76-unit, \$21 million affordable housing project in East Harlem;
- 106-unit, \$37.5 million affordable housing project for families and individuals and supportive housing for individuals with psychiatric disabilities in the Morris Heights neighborhood of the Bronx in partnership with Community Access;
- 32-unit, \$5.2 million scattered site affordable housing project in Pass Christian, Mississippi;
- 48-unit, \$12.6 million supportive housing project for women ex-offenders and low-income community residents in Bedford-Stuyvesant in partnership with Providence House.
- 44-unit, \$11.9 million supportive housing project in Washington Heights in partnership with the Community League of the Heights (CLOTH);
- 76-unit, \$19.9 million affordable housing gut rehabilitation in Inwood with CLOTH;
- 22-unit, \$7.1 million supportive housing project in the Prospect Lefferts Gardens neighborhood of Brooklyn in partnership with Providence House;
- 4-unit, \$2 million affordable housing project in the mid-City neighborhood of New Orleans in partnership with Jane Place Neighborhood Sustainability Initiative;
- 43,000 square foot, \$14 million redevelopment of an historic, vacant school building in New Orleans into a fresh food market and flexible small business office space; and,
- 120-unit, \$42.5 million supportive housing project in the Mott Haven neighborhood of the Bronx in partnership with Barrier Free Living.
- 79-unit, \$48.6 million mixed-use, mixed-income building with a 10,000 square foot community facility in Harlem in partnership with the Boys and Girls Club of Harlem.
- 60-unit, \$26.8 million, mixed use building with 16,000 of community facility space in Harlem in partnership with Children's Village and Harlem Dowling.
- 134-unit, \$62.1 million mixed-use building with supportive housing and commercial space in the Ocean Hill neighborhood of Brooklyn in partnership with Services for the Underserved.

Under Construction

- 168-unit, \$78 million affordable senior housing with the Hebrew Home of the Aged. Constructed above an existing day care center and facility operated by United Cerebral Palsy of New York State. To be completed early 2019.

RESOLUTION NO.: 352 -2017

OF

DECEMBER 11, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CANCELLING THE SECOND WORK SESSION AND
REGULAR MEETING OF DECEMBER 2017

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 21,
2017 and the second regular meeting of December 25, 2017 be and hereby are cancelled.

RESOLUTION NO.: 353 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DEDICATING THE INTERSECTION OF CATHERINE STREET AND
GRAND STREET AS PASTOR MINNIE B. POWELL SQUARE**

WHEREAS, Pastor Minnie B. Powell was very deeply committed to ministering to those individuals she met in her journey through life both in her travels and in the City of Newburgh, New York; and

WHEREAS, Pastor Powell was a devoted member of the FBH Church of God of the Americas, and after being ordained in 1953, Pastor Powell founded the Mt. Calvary FBH Church, Newburgh, NY in 1954; and

WHEREAS, The Mt. Calvary FBH Church, Newburgh, NY originally conducted services at 20 South Water Street and after a fire relocated to 18 South Water Street. In 1963, Pastor Powell moved the congregation to 4 Avoca Street, and then in 1981 to 167 Grand Street where she pastored until her retirement in 2013 after 58-year history of pastoring; and

WHEREAS, Pastor Powell was appointed District President of the Canadian District in 1995 and the New England District in 1996 serving the FBH Church of God of the Americas faithfully and untiringly until her retirement. In addition, Pastor Powell was employed by St. Luke's Hospital, Butterfield Hospital, and along with her beloved husband Governor, operated, with love and kindness, an adult care facility for men from their home for 25 years; and

WHEREAS, it is fitting and appropriate that Pastor Powell's life and work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles she represented;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Pastor Powell's dedicated service to the Newburgh Community, that the intersection of Catherine Street and Grand Street be dedicated to her honor, as Pastor Minnie B. Powell Square, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by Pastor Powell's family; and that a copy of this resolution be forwarded to her family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.