



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

July 10, 2017

7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of June 12, 2017
Aprobación del Acta de la reunión del 12 de Junio de 2017.
5. City Manager Update/ Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento
6. The Comptroller will give the Monthly Financial Report
(Kathryn Mack)

La Contralora dará el Reporte Financiero Mensual. (Kathryn Mack)

Presentations/Presentaciones

7. A Public hearing will be held on Monday, July 10, 2017 to hear comment on Local Law adding Section 230-9 regarding Reciprocal Plumbing Licensing
A public hearing will be held on Monday, July 10, 2017 to hear comment on a proposed local law amending Chapter 230 of the City Code to add Section 230-9 regarding reciprocal plumbing licensing. (Michelle Kelson)

Se llevara a cabo una audiencia pública el Lunes, 10 de julio de 2017 para escuchar los comentarios públicos de una ley local propuesta enmendando el Capítulo 230 del Código de la Ciudad para agregar la Sección 230-9 con respecto a licenciaturas de plomeros reciprocas. (Michelle Kelson)
8. Central Hudson Gas Replacement Project Presentation
Presentación por Central Hudson sobre el Proyecto de Reemplazo de Gas.

Comments from the public regarding agenda and general matters of City

Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

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

9. Resolution No. 179 - 2017 Award of Bid to EN-TECH Corporation for Contract#1 Lining the West Trunk Sewer

Resolution to authorize the award of a bid and the execution of a contract with EN-TECH Corp. for sanitary sewer reconstruction of the west trunk sewer line from Walsh Road to Route 9W/Robinson Avenue in connection with the West Trunkline Sewer Corridor Improvements Project Contract No. 1 in the amount of \$2,479,171.00. (Jason Morris)

Una resolución para autorizar el otorgamiento de una licitación y la ejecución de un contrato con EN-TECH Corp. Para la reconstrucción de la alcantarilla sanitaria de la línea del alcantarillado del "West Trunk" desde el Camino Walsh hasta Ruta 9W/Avenida Robinson en conexión con el proyecto de mejoramientos del corredor del alcantarillado del "West Trunkline" Contrato No. 1 por el monto de \$2,479,171.00. (Jason Morris)

10. Resolution No. 180-2017 - Award of Bid to EN-TECH Corporation for Contract#2 West Trunkline Sewer Improvements Project

Resolution to authorize the award of a bid and the execution of a contract with EN-TECH Corp. for sanitary sewer reconstruction of the south interceptor and CSO No. 2 overflow pipe in connection with the West Trunkline Sewer Corridor Improvements Project Contract No. 2 in the amount of \$1,703,000.00. (Jason Morris)

Una resolución para autorizar el otorgamiento de una licitación y la ejecución de un contrato con EN-TECH Corp. Para la reconstrucción de la alcantarilla sanitaria del interceptor sur y el tubo de desbordamiento CSO No. 2 en conexión con el proyecto de mejoramientos del corredor del alcantarillado del "West Trunkline" Contrato No. 2 por el monto de \$1,703,000.00. (Jason Morris)

11. Resolution No. 181 - 2017 - Adoption of the Local Waterfront Revitalization Plan

Resolution of the City Council of the City of Newburgh adopting an amendment to the Local Waterfront Revitalization Program. (Deirdre Glenn)

Una resolución del Consejo Municipal de la Ciudad de Newburgh adoptando una enmienda al Programa de Revitalización de la Marina Local. (Deirdre Glenn)

12. Resolution No. 182 - 2017 Amendment to the MOU with the Newburgh Community Land Bank for the Management of the Downing Park Urban Farm
Resolution authorizing the City Manager to enter into an amended sub-recipient agreement with the Newburgh Community Land Bank for the management of the Downing Park Urban Farm Project. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo enmendado de sub-recipiente con el Banco Agrario Comunitario de Newburgh para la administración del Proyecto Agrícola Urbano del Parque Downing.

13. Resolution No. 183 -2017 - Purchase of 44 Johnes Street, Unit 211-J (Section 58, Block 1, Lot 1.-21)

Resolution to authorize the conveyance of real property known as 44 Johnes Street, Unit 211-J (Section 58, Block 1, Lot 1.-21) at private sale to Paul Kahn for the amount of \$27,500.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 44 de la Calle Johnes, Unidad 211-J (Sección 58, Bloque 1, Lote 1.21) en una venta privada a Paul Kahn por el monto de \$27,500.00. (Deirdre Glenn)

14. Resolution No. 184 - 2017 - 1 Lincoln Terrace - extension of time to close

Resolution authorizing the extension of time to close title on the property located at 1 Lincoln Terrace (Section 21, Block 4, Lot 7) sold at private sale to Victoria Gallo. (Michelle Kelson)

Una resolución autorizando la extensión de tiempo para cerrar en el título de propiedad ubicado en la 1 de Lincoln Terrace (Sección 21, Bloque 4, Lote7) vendido en una venta privada a Victoria Gallo. (Michelle Kelson)

15. Resolution No. 185 -2017

A Resolution Authorizing a Satisfaction of Mortgage from 156 Third Street LLC to the Newburgh Community Development Agency, a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to Neighbors United for Justice in Housing, and a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to 156 Third Street LLC, All to the Premises Known as 154 Third Street (f/k/a 156 Third Street) (Section 18, Block 10, Lot 10) (Michelle Kelson)

Una resolución autorizando una satisfacción de hipoteca del 156 por parte de "Third Street LLC" a la Agencia de Desarrollo Comunitario de Newburgh, una liberación de Clausulas Restrictivas y derecho a re-entrar por una escritura emitida a "Vecinos Unidos para Justicia en Viviendas y

una liberación de Clausulas Restrictivas y derecho a re-entrar por una escritura emitida a "Third Street LLC", todo para las instalaciones conocidas como la 154 de la Calle "Third" (f/k/a 156 Calle "Third") (Sección 18, Bloque 10, Lote 10) (Michelle Kelson)

16. Resolution No. 186 -2017 - Apply for and Accept if Awarded a LWRP Grant for Final Design and Permitting of the Newburgh Landing

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of State Local Waterfront Revitalization Program Grant through the 2017 Consolidated Funding Application in an amount not to exceed \$270,000.00 with a fifteen percent match for final design and permitting for the reconstruction of the Newburgh Landing Dock. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención Estatal del Departamento del Programa de Revitalización de la Marina Local del Estado de Nueva York por medio de la solicitud de Financiamiento Consolidado del 2017 por un monto que no exceda \$270,000.00 con un igualamiento del quince por ciento para diseños finales y permisos para la reconstrucción del Muelle de Newburgh. (Deirdre Glenn)

17. Resolution No. 187 -2017 - Apply for and Accept if Awarded an ESD Strategic Planning and Feasibility Grant for the City of Newburgh Master Plan

Resolution authorizing the City Manager to apply for and accept if awarded an Empire State Development Urban and Community Development Program Strategic Planning and Feasibility Studies grant through the 2017 Consolidated Funding Application in an amount not to exceed \$100,000.00 for strategic planning and management of the City of Newburgh Comprehensive Plan. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa "Empire State" para Desarrollo Urbano y Desarrollo Comunitario, Planificación Estratégica y Estudios de Viabilidad por medio de la Solicitud de Financiamiento Consolidado por un monto que no exceda \$100,000.00 para planificación estratégica y administración del Plan Comprensivo de la Ciudad de Newburgh. (Deirdre Glenn)

18. Resolution No. 188 -2017

A Resolution Of The City Council Of The City Of Newburgh, New York Supporting The 2017 Consolidated Funding Application Of The Orange County Water Authority For A New York State Department Of Environmental

Conservation Water Quality Improvement Program Grant
To Study Potential Land Acquisition In The Drinking Watershed Of The City
Of Newburgh. (Deirdre Glenn)

19. Resolution No. 189 -2017 - COPS Hiring Program 2017 (CHP)

Resolution authorizing the City Manager to apply for and accept if awarded a United States Department of Justice 2017 COPS Hiring Program Grant to promote community policing in an amount not to exceed \$500,000.00 with a local cash contribution of \$724,421.00. (Michelle Kelson)

Una resolución autorizando al Gerente de la ciudad a solicitar y aceptar si es otorgado una subvención del Programa de contratación COPS del 2017 del Departamento de Justicia de los Estados Unidos para promocionar policía comunitaria por un monto que no exceda \$500,000.00 con contribuciones locales en efectivo de \$724,421.00. (Michelle Kelson)

20. Resolution No. 190 -2017 - 2017 Bullet Proof Vest Partnership

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2017 Bulletproof Vest Partnership in the amount of \$19,550.00 with a fifty percent match to be paid out of Police Funds. (Lt. in Charge Joe Cortez)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Departamento de los Estados Unidos del Buro de Justicia de Ayuda Judicial bajo la Asociación del 2017 de Chalecos Anti-Balas por el monto de \$19,550.00 con una igualdad del quince por ciento el cual deberá ser pagado de los fondos de la Policía. (Teniente al Mando Joe Cortez)

21. Resolution No. 191 -2017 - 2016 Bullet Proof Vest Partnership

Resolution authorizing the City Manager to accept a grant award from the United States Department of Justice Bureau of Justice Assistance under the 2016 Bulletproof Vest Partnership in the amount of \$12,744.90 with a fifty percent match to be paid out of Police funds. (Lt. in Charge Joe Cortez)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Departamento de los Estados Unidos del Buro de Justicia de Ayuda Judicial bajo la Asociación del 2017 de Chalecos Anti-Balas por el monto de \$12,744.90 con una igualdad del cincuenta por ciento el cual deberá ser pagado de los fondos de la Policía. (Teniente al Mando Cortez)

22. Resolution No. 192 -2017 - License Agreement Shelter House

Resolution authorizing the City Manager to enter into a license agreement with The Olmsted Vaux Shelter House Café Inc. d/b/a Shelter House Café to establish a café in the Downing Park Shelter House. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con "Olmsted Vaux Shelter House Café, Inc. d/b/a Shelter House Café" para establecer un café en la casa de refugio del Parque Downing. (Michelle Kelson)

23. Resolution No. 193 -2017 Apply for and Accept if Awarded an AARP Community Challenge Grant for the intersection of Lake Street and Washington Street

Resolution authorizing the City Manager to apply for and accept if awarded an AARP Community Challenge grant in an amount not to exceed \$30,000.00 for a Complete Streets Demonstration Project to be located at the intersection of Washington and Lake Streets in the City of Newburgh. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Reto Comunitario de AARP por un monto que no exceda \$30,000.00 para que un Proyecto de Demonstración de Calles Completas sea ubicado en la Intersección de la Calle Washington y Lake en la Ciudad de Newburgh. (Michelle Kelson)

24. Resolution No. 194 - 2017 To Accept the Bid of Hardcore Skateparks

Resolution authorizing the award of a bid the execution of a contract with Hardcore Skateparks in the amount of \$479,850.00 and alternate bid price of \$37.50 per cubic yard for soil removal and alternate bid price of \$47.00 per cubic yard for suitable fill for the construction of a skateboard park in the Delano-Hitch Recreation Park. (Michelle Kelson & Deirdre Glenn)

Una resolución aceptando el otorgamiento de una licitación y la ejecución de un contrato con "Hardcore Skateparks" por el monto de \$479,850.00 y el precio de la licitación alternativa de \$37.50 por cada yarda cubica para la extracción de tierra y el precio alternativo de \$47.00 por yarda cubica para relleno adecuado para la construcción de un parque de patinaje en el Parque de Recreacion Delano-Hitch. (Michelle Kelson & Deirdre Glenn)

25. Resolution No.195 -2017 License Agreement with Precision Pipeline Solutions LLC

Resolution authorizing the City Manager to execute a license agreement with Precision Pipeline Solutions, LLC to allow access to City-owned property located at 360 Liberty Street during a gas main replacement project in the City of Newburgh performed on behalf of Central Hudson Electric and Gas. (Michelle Kelson)

Una resolución autorizando al Gerente dela Ciudad a ejecutar un acuerdo

*de licenciatura con "Precision Pipeline Solutions, LLC" para permitir acceso a la propiedad de la Ciudad ubicada en la 360 de la Calle Liberty durante un proyecto de reemplazo de cañería maestra de gas en la Ciudad de Newburgh hecha de parte de Central Hudson Electric and Gas.
(Michelle Kelson)*

26. Resolution No.196 -2017 OC Youth Bureau Grant - Summer Playground

A resolution authorizing the City Manager to apply for and accept if awarded an Orange County Youth Bureau grant in the amount of \$11,700, requiring no City match for the 2018 Summer Playground Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Buro de Juventud del Condado de Orange por un monto de \$11,700, el cual no requiere que la Ciudad iguale los fondos para el Programa de Recreación de Verano. (Derrick Stanton)

27. Resolution No. 197 - 2017 OC Youth Bureau Grant - Soccer

A resolution authorizing the City Manager to apply for and accept if awarded an Orange County Youth Bureau grant in the amount of \$8,760 with no City match for the 2018 Youth Soccer Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Buro de Juventud del Condado de Orange por un monto de \$8,760, el cual no requiere que la Ciudad iguale los fondos para el Programa de futbol juvenil. (Derrick Stanton)

28. Resolution No. 198 - 2017 OC Youth Bureau Grant - Basketball

A resolution authorizing the City Manager to apply for and accept if awarded an Orange County Youth Bureau grant in the amount of \$47,160.00 with no City match for the 2018 Youth Basketball Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Buro de Juventud del Condado de Orange por un monto de \$47,160.00, el cual no requiere que la Ciudad iguale los fondos para el Programa de basquetbol juvenil. (Derrick Stanton)

29. Resolution No. 199 - 2017 - Orange County Police Mutual Aid Assistance and Response Plan

Resolution authorizing the City Manager to enter into an Agreement for Mutual Aid for Supplemental Police Assistance between the Cities, Towns and Villages within Orange County. (Lt. in Charge Joe Cortez)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo

para Ayuda Mutua para Asistencia Policial Suplementar entre Ciudades, Pueblos y aldeas dentro el Condado de Orange. (Teniente al Mando Joe Cortez)

30. Resolution No. 200 - 2017 Mill Street Partners LLC - Application to NYS Homes and Community Renewal

Resolution of the City Council of the City of Newburgh expressing support for the application of Mill Street Partners, LLC to New York State Homes and Community Renewal for Federal, State and Local financial assistance to develop and construct a mixed-use workforce housing project at the Mid-Broadway redevelopment site. (Michelle Kelson)

Una resolución del Consejo Municipal de la ciudad de Newburgh expresando apoyo conceptual para la solicitud de "Mill Street Partners, LLC" para asistencia financiera Federal, Estatal y Local del Estado de Nueva York para Hogares y Renovación Comunitaria para desarrollar y construir viviendas de uso mixto en el sitio de reurbanización Mid-Broadway. (Michelle Kelson)

31. Resolution No. 201 - 2017 - A Resolution in Support of St. George's Episcopal Church's application in the CFA funding process

Resolution of the City Council of the City of Newburgh, New York supporting the 2017 Consolidated Funding Application of St. George's Episcopal Church to the New York State Office of Parks, Recreation and Historic Preservation for an Environmental Protection Fund Grant. (Deirdre Glenn)

Una resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York apoyando la Solicitud de Financiamiento Consolidado del 2017 de la Iglesia Episcopal de San Jorge a la Oficina de Parques, Recreación y Preservación Histórica del Estado de Nueva York para una subvención de Financiamiento para Protección Ambiental. (Deirdre Glenn)

32. Resolution No. 202 - 2017 - Support for Boys & Girls Club 2017 Consolidated Funding Application

Support for the 2017 Consolidated Funding Application of the Boys and Girls Club of Newburgh, Inc. to the New York State Office of Community Renewal under the Main Street Grant Program for rehabilitation of the Columbia Trust (Key Bank) Building for the development of The Center for Arts and Education. (Deirdre Glenn)

Apoyo para la Solicitud de Financiamiento Consolidado del 2017 del Club de Niños y Niñas de Newburgh, Inc. A la Oficina del Estado de Nueva York de Renovación Comunitaria bajo el Programa de Subvención de "Main Street" para la rehabilitación del Edificio "Columbia Trust" (Key Bank) para el desarrollo del Centro para las Artes y Educación. (Deirdre Glenn)

33. Resolution 203-2017 to Co-Sponsor a Petting Zoo to be held in Audrey Carey Park

A Resolution to Co-Sponsor a Petting Zoo to be held in Audrey Carey Park.
(Michelle Kelson)

Una resolución para coauspiciar un zoológico de mascotas en el Parque Audrey Carey. (Michelle Kelson)

34. Resolution No. 204-2017 Back to School Party in the Park Event

A resolution to co-sponsor the back to school party in the park event. (Michelle Kelson)

Una resolución para coauspiciar el evento en el Parque de Regreso a la Escuela. (Michelle Kelson)

35. Resolution No. 205 To Execute a Payment of Claim with RAPJAC, Inc.

A resolution authorizing the City Manager to execute a payment of claim with RAPJAC, Inc. in the amount of \$10,963.49 (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamo con RAPJAC, Inc. Por el monto de \$10,963.49 (Michelle Kelson)

36. Resolution No. 206-2017 To Execute a Payment of Claim with Maria Anderson in the Amount of \$50,000.00

A resolution Authorizing the City Manager to execute a payment of claim with Maria Anderson in the amount of \$50,000.00 (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamo con Maria Anderson por el monto de \$50,000.00 (Michelle Kelson)

37. Resolution No. 207-2017 To Execute a Payment of Claim with Steven J. Tieman in the Amount of \$130,000.00

A resolution authorizing the City Manager to Execute a Payment of Claim with Steven J. Tieman in the amount of \$130,000.00 (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a Ejecutar un pago de reclamo con Steven J. Tieman por el monto de \$130,000.00 (Michelle Kelson)

38. Resolution No. 208-2017 To Authorize the Re-Purchase of 51 William Street at a Private Sale to Juan Pietro Enterprises, Inc.

A resolution to authorize the re-purchase of real property known as 51 William Street (Section 39, Block 2, Lot 1) at a private sale to Juan Pietro Enterprises, Inc. (Michelle Kelson)

Una resolución para autorizar la compra nuevamente de bienes raíces conocidas como la 51 de la calle William (Sección 39, Bloque 2, Lote 1) en una venta privada a Juan Pietro Enterprises, Inc. (Michelle Kelson)

39. Resolution No. 209-2017 To Authorize the Re-Purchase of 68 Henry Avenue at Private Sale to Veronica Pabon and Authorizing the Addition of a Grantee

A Resolution to Authorize the Re-Purchase of Real Property Known as 68 Henry Avenue (Section 48, Block 11, Lot 26) At Private Sale to Veronica

Pabon and Authorizing the Addition of a Grantee. (Michelle Kelson)

Una resolución para autorizar la compra nuevamente de bienes raíces conocidas como la 68 de la Avenida Henry (Sección 48, Boque 11, Lote 26) en una venta privada a Veronica Pabon y autorizando la adición de un cesionario. (Michelle Kelson)

40. Resolution 210-2017 A Resolution in Support of the 2017 Consolidated Funding Application of The Orange County Water Authority

A resolution of the City Council of the City of Newburgh, New York supporting the 2017 Consolidated Funding Application of the Orange County Water Authority for a New York State Department of Environmental Conservation Water Quality Improvement Grant to Study Potential Land Acquisition in the Drinking Watershed of the City of Newburgh. (Michelle Kelson)

Una resolución del Consejo Municipal de la Ciudad de Newburgh, Nueva York apoyando la solicitud de financiamiento consolidado del 2017 de la Autoridad del Agua del Condado de Orange para una subvención del Departamento del Estado de Nueva York de Mejoramiento de la Calidad del Agua y Conservación del Medio Ambiente para estudiar adquisiciones potenciales de tierra en el hito de agua potable de la Ciudad de Newburgh. (Michelle Kelson)

41. Resolution 211-2017 NYS Dept. of Environmental Conservation Water Quality Improvement Program Non-Agriculture Non-Intrusive Source Abatement & Control Grant

A resolution Authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation Quality Improvement Program Non-Agriculture Non-Intrusive Source Abatement and Control Grant not to Exceed \$200,000.00 with a 25% Match through the consolidated Funding Application for the Design of Green Infrastructure Improvements around Washington Lake. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad para solicitar y aceptar si es otorgado una subvención del Programa del Departamento del Estado de Nueva York de Mejoramiento de la Calidad de Conservación Ambiental que no exceda \$200,000.00 los cuales requieren un igualamiento del 25% por medio de la solicitud de financiamiento consolidado para el Diseño de mejoramientos de Infraestructura Verde alrededor del Lago Washington. (Michelle Kelson)

42. Ordinance No. 9 - 2017 Amending Chapter 139 of the Code of Ordinances Entitled "Construction Operations" to Amend the Crane Permitting Process and the Definition of "Construction Operations"

Ordinance amending Chapter 139 of the Code of Ordinances entitled "Construction Operations" to amend the crane permitting process and the definition of "Construction Operations". (Michelle Kelson)

Una ordenanza enmendando el Capítulo 139 del Código de Ordenanzas titulado "Operaciones de Construcción" para enmendar el proceso de

permisos de grúas y la definición de “Operaciones de Construcción”.
(Michelle Kelson)

43. Ordinance No. 10 -2017 Amending Chapter 172 of the Code of Ordinances of the City of Newburgh to Add New "Article II - Fire Hydrants"

Ordinance amending Chapter 172 of the Code of Ordinances of the City of Newburgh to add New "Article II - Fire Hydrants". (Michelle Kelson)

Una ordenanza enmendando el Capítulo 172 del Código de Ordenanzas de la Ciudad de Newburgh para agregar el nuevo “Artículo II – Hidrante de Incendios”. (Michelle Kelson)

Old Business: / Asuntos Pendientes

44. Resolution No. 163-2017; June 12, 2017 - Purchase of 193 N. Miller Street, 195 N. Miller Street, 197 N. Miller Street and 194 Dubois Street

A resolution to authorize the conveyance of real property known as 193 North Miller St. (Section 11, Block 1, Lot 15), 195 North Miller Street (Section 11, Block 1, Lot 14), 197 North Miller Street (Section 11, Block 1, Lot 13) and 194 Dubois Street (Section 11, Block 1, Lot 27) at a private sale to Michael Robinson for the amount of \$19,660.00. (Michelle Kelson)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 193 de la Calle North Miller (Sección 11, Bloque 1, Lote 15), 195 de la Calle North Miller (Sección 11, Bloque 1, Lote 14), 197 de la Calle North Miller (Sección 11, Bloque 1, Lote 13) y la 194 de la Calle Dubois (Sección 11, Bloque 1, Lote 27) en una venta privada a Michael Robinson por la cantidad de \$19,660.00. (Michelle Kelson)

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 170 - 2017

OF

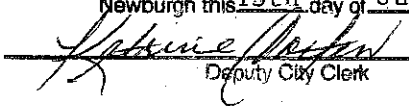
JUNE 12, 2017

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 10, 2017
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 230 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD A NEW PARAGRAPH TO SECTION 230-9 REGARDING
RECIPROCAL PLUMBING LICENSING

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Chapter 230 of the Code of Ordinances of the City of Newburgh to add a new paragraph to Section 230-9 regarding reciprocal plumbing licensing; 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 10th day of July, 2017, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
heraby 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 6/12/17
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13th day of June, 20 17


Deputy City Clerk

LOCAL LAW NO.: _____ - 2017

OF

JULY 10, 2017

A LOCAL LAW AMENDING CHAPTER 230, ARTICLE II
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO INCLUDE A NEW PARAGRAPH TO SECTION 230-9
REGARDING RECIPROCAL PLUMBING LICENSING

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 230, Article II of the Code of Ordinances of the City of Newburgh to Include a New Paragraph To Section 230-9 Regarding Reciprocal Plumbing Licensing.

SECTION 2 - PURPOSE AND INTENT

The City of Newburgh City Council, in order to properly protect the public health, safety and welfare of the residents of the City of Newburgh, hereby further regulates the licensing of plumbers.

The intent of this amendment is to empower the City of Newburgh Examining Board of Plumbers, in addition to its other powers and duties contained in Article 4 of the New York State General City Law and Chapter 230 of the Code of Ordinances, to determine whether the qualifications for a master plumber's license as required by a city located outside of the City of Newburgh are comparable with the qualifications established in Article 4 of the New York State General City Law and Chapter 230 of the Code of Ordinances, and in the event that the qualifications are comparable, to enter into reciprocal licensing agreements with other cities.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add the following paragraph to Article II, Chapter 230, Section 230-9 to read as follows:

§230-9 C.

Notwithstanding the requirements found contained in this Chapter, the City of Newburgh Examining Board of Plumbers ("Board") is hereby authorized to enter into reciprocal licensing agreements with other cities in which a holder in good standing of a current master plumber's license in one city shall be allowed to perform work in the other city. Such agreements shall be executed

only upon a review by the Board of the examination standards of the other city and a determination that those standards meet or exceed the standards required by this Chapter and any additional standards adopted by the Board. The licensee shall be responsible for the payment of the license fees in each jurisdiction.

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

This Local Law shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

DRAFT

RESOLUTION NO.: 179 - 2017

OF

JULY 10, 2017

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH EN-TECH CORP.
FOR SANITARY SEWER RECONSTRUCTION OF THE WEST TRUNK SEWER
LINE FROM WALSH ROAD TO ROUTE 9W/ROBINSON AVENUE
IN CONNECTION WITH THE
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT NO. 1 IN THE AMOUNT OF \$2,479,171.00**

WHEREAS, the City of Newburgh has duly advertised for bids for sanitary sewer reconstruction of the West Trunk Sewer Line from Walsh Road to Route 9W/Robinson Avenue in connection with the West Trunkline Sewer Corridor Improvements Project—Contract No. 1; and

WHEREAS, bids have been duly received and opened and EN-TECH Corporation is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for sanitary sewer reconstruction of the West Trunk Sewer Line from Walsh Road to Route 9W/Robinson Avenue in connection with the West Trunkline Sewer Corridor Improvements Project—Contract No. 1 be and it hereby is awarded to EN-TECH Corporation, for the amount of \$2,479,171.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

EN-TECH Corp.
91 Ruckman Road
Closter, NJ 07624
(201) 784-1034



10:28 Am

City of Newburgh – City Hall
Comptroller's Office
83 Broadway – 4th Floor
Newburgh, NY 12550
(845) 569-7300

BID DOCUMENTS ENCLOSED **ORIGINAL**

City of Newburgh Contract No. 1, Bid #5.17
West Trunkline Sewer Corridor Improvements
54" West Trunkline, 36" Robinson Avenue and
18" to 36" Mill Street Sewer Rehabilitation

BIDS DUE: Wednesday, June 7, 2017
10:30 a.m., Local Time

Attachment 1
New York State Environmental Facilities Corporation
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE REVOLVING FUND (SRF)

I, NADA E. CAMALI, am the authorized representative of EN-TECH CORP.
Name of Representative Name of Contractor/Service Provider

I hereby certify that EN-TECH CORP. will abide by the equal employment
Name of Contractor/Service Provider

opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, 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 will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to SRF projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this SRF project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) 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.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions, including Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, 41 CFR Part 60-1 Subpart A, and 41 CFR Part 60-4. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X 
NADA E. CAMALI
Contractor/Service Provider Representative

Attachment 2
NYS Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Workforce Employment Utilization Report

Municipality:	County:	SRF Project No.:	Contract ID:
Contractor/Service Provider:		Date:	

Report Includes – Please select one from the options below:

☐ Construction Contracts - Report the hours of contractor's and ALL subcontractor's employees who worked on contract activities during the month

☐ Service Provider Contracts - Report the Actual Contractor/subcontractor's workforce (# of personnel) utilized on this contract.

Job Categories	Hispanic/ Latino		Non-Hispanic / Latino											
			Male						Female					
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers														
Mid-Level Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Administrative Support Workers														
Skilled Craftsmen														
Operatives Semi-Skilled														
Laborers & Helpers														
Service Workers														
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Service Provider Contracts Only: ☐ There are no changes to the workforce utilized on this contract since the last EEO Workforce Utilization Report

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name (Please Type):

Date:

Attachment 2
NYS Environmental Facilities Corporation
Equal Employment Opportunity (EEO) Workforce Employment Utilization Report
INSTRUCTIONS

General Instructions: All Contractors and each Subcontractor identified in the approved MWBE Utilization Plan must complete an EEO Workforce Utilization Report and submit it to the MBO on a monthly basis for construction contracts and on a quarterly basis for service provider contracts. Separate forms shall be completed by the Contractor and any Subcontractor. Where the work force to be utilized in the performance of the contract can be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form only for the actual work force utilized on the contract*. Where the workforce utilized in the performance of the contract cannot be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form for the contractor's or subcontractors' total workforce*.

Construction Contracts: Report the hours of contractor's and ALL subcontractors' employees who worked on contract activities for each month.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - Origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment
- **Two or More Races** - All persons who identify with more than one of the above five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Workforce Utilization Report are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen – Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

Attachment 3

New York State Environmental Facilities Corporation Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report ("Monthly MWBE Report")

Instructions:

- Contractors are to complete the report in Word version and email to the SRF Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's MWBE web page at www.efc.ny.gov/mwbe.
- All** MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "*MReport – (Project No). – (Municipality) – (Firm Name) – (Date)*" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality:		County:		Contract ID:		Month:	Year:	
SRF Project No.:		GIGP/EPG No:		Registration No. (NYC only):				
Prime Contractor/Service Provider:				Award Date:		Start Date:		
Date all MWBE subs paid in full:								
Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:								
Last Month's Contract Amt: \$ Revised Contract Amt: \$		MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)		EFC MWBE Goals MBE: % MBE Amt: \$ WBE: % WBE Amt: \$ Total: % Total Amt: \$		Total Paid to Prime Total Paid this Month: \$ Total Paid to Date: \$		
NYS Certified M/WBE Contractor & Subcontractor Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:		Please Specify Any Revisions this Month. ☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED		Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
				Original	Revised			
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:		☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:		☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:		☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:		☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED						

Attachment 3

New York State Environmental Facilities Corporation Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report ("Monthly MWBE Report")

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: <u>Select Only One:</u> ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: <u>Select Only One:</u> ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

Attachment 3

New York State Environmental Facilities Corporation Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report ("Monthly MWBE Report")

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: ☐ MBE ☐ WBE ☐ Other:	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Additional Pages can be found at www.nysefc.org TOTAL						
PLEASE EXPLAIN ANY REVISIONS (Change orders over \$25K may require that good faith efforts be made to obtain additional MWBE participation) :						

Attachment 4
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the SRF Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found in the form [Additional Utilization Plan Section 3](#).

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan.

See the Bid Packet at www.efc.ny.gov/mwbe or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.**

The subject heading of the e-mail to the EFC MWBE Representative should follow the format "UP, SRF Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

Attachment 4
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION					
Recipient/Municipality:			County:		
SRF Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):		
Minority Business Officer:		Email:	Phone #:		
Address of MBO:					
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.					Date:
<i>Complete if applicable:</i>					
Authorized Representative:			Title:		
Authorized Rep. Company:			Email:	Phone #:	
Electronic Signature of Authorized Rep.: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.					Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION					
Firm Name:				Contract Type: ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.					
Address:			Phone #:	Fed. Employer ID #:	
Description of Work:					
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total		PROPOSED MWBE Participation
Total Contract Amount: \$			MBE: % \$		MBE: % \$
MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			WBE: % \$		WBE: % \$
			Total: % \$		Total: % \$

Attachment 4
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION				
This Submittal is:	☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:			
NYS Certified M/WBE Subcontractor Info		Contract Amount:		For EFC Use:
		MBE (\$)	WBE (\$)	
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			

Attachment 4
New York State Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:			
Full Contract Amount: \$	Completion Date:			

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type):	Date:

Attachment 5
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the SRF Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at www.efc.ny.gov/mwbe or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.** The subject heading of the e-mail to the EFC MWBE Representative should follow the format "Waiver Request, SRF Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial MWBE waiver is requested, an MWBE Utilization Plan must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
SRF Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer (MBO):		Email:	Phone #:	
Address of MBO:				
Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other:				
Address:		Phone #:	Fed. Employer ID #:	
Contact Information of Firm Representative Authorized to Discuss Waiver Request:				
Name:		Title:	Phone #:	E-mail:
Description of Work:			EFC MWBE GOAL Total	
Award Date:	Start Date:	Completion Date:	MBE: % \$	
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			WBE: % \$	
			Total: % \$	

Attachment 5
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

SECTION 3: TYPE OF MWBE WAIVER REQUESTED

1. ☐ **Full Waiver** (No MWBE participation)
2. ☐ **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)

PROPOSED MWBE Participation

MBE: % \$

WBE: % \$

Total: % \$

3. ☐ **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

SECTION 4: SUPPORTING DOCUMENTATION

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.
3. Screenshots of search results (by business description or commodity code) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.
4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.
5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as

Attachment 5
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.
9. EFC and the MBO reserve the right to request additional information and/or documentation.

Additional Documentation for Requests for Specialty Equipment Waivers:

10. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
12. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
13. An invoice or purchase order showing the value of the equipment.

Additional Documentation for Requests for Specialty Service Waivers:

14. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

Note: Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine MWBE compliance. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.

SIGNATURE

Electronic Signature of Contractor:

☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name: (Please Type):

Date:

Attachment 6
United States Environmental Protection Agency
Form 6100-2
DBE Subcontractor Participation Form

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)		Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Attachment 7
United States Environmental Protection Agency
Form 6100-3
DBE Subcontractor Performance Form

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Robert Boest</i>	Robert Boest
Title	Date
Controller	6/6/17

Subcontractor Signature	Print Name
<i>Lisa Ballerini</i>	Lisa Ballerini
Title	Date
President	6/5/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Robert Boast</i>	Robert Boast
Title	Date
Controller	6/6/17

Subcontractor Signature	Print Name
<i>Lisa Ballerini</i>	Lisa Ballerini
Title	Date
President	6/5/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Empire State Development

October 30, 2014

File ID:

Ms. Lisa Ballerini
Montana Construction Corp Inc
80 Contant Avenue
Lodi, NJ 07644

Dear Ms. Lisa Ballerini:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has completed its review of your application for State Certification as a Women Business Enterprise (WBE). We have determined that your firm meets eligibility requirements for certification, pursuant to New York State Executive Law, Article 15-A.

On behalf of the DMWBD, we are pleased to inform you that the firm of Montana Construction Corp Inc has been granted status as a **Women Business Enterprise (WBE)**. In our effort to help you have the broadest possible reach, your business will be listed in the State's Directory of Certified Businesses with the codes listed on the following page.

Certification status is not intended to imply that the State of New York guarantees your company's capability to perform on State contracts, nor does it imply that your company is guaranteed any State business.

Be advised that your certification expires 3 years from the date of this letter or unless you are contacted by this Office for recertification. We will notify you when your company should submit its application for recertification.

Please remember that any changes in your company that affect ownership, and/or managerial and/or operational control must be reported to this office within thirty (30) days of such changes. These include changes to company name, business address, telephone numbers, principal products/services, and bonding capacity.

If your certification is questioned by any public or private entity, please direct the inquiry to this Office for clarification. Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,



Bette Yee
Director of Certification Operations

Empire State Development

New York State Department of Economic Development
633 Third Avenue New York New York 10017 Tel 212 803 2414
Web Site: www.esd.ny.gov/MWBE/html

October 30, 2014

File ID:

Montana Construction Corp Inc will be listed in New York State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-C-0076: BRIDGE CONSTRUCTION

ESD-C-0252: EXCAVATION CONTRACTORS

ESD-C-0307: GRADING

ESD-C-0603: SITE WORK

ESD-E-0588: SEWER WORK

NAICS-237110: WATER AND SEWER LINE AND CONSTRUCTION

Attachment 8
United States Environmental Protection Agency
Form 6100-4
DBE Subcontractor Utilization Form

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name EN-TECH Corp.		Project Name West Trunkline Sewer Corridor Improvements	
Bid/ Proposal No. 5.17	Assistance Agreement ID No. (if known)	Point of Contact Nada E. Camali - President	
Address 91 Ruckman Road, Closter, New Jersey 07624			
Telephone No. (201) 784-1034		Email Address ncamali@en-techcorp.com	
Issuing/Funding Entity: City of Newburgh, NY			

I have identified potential DBE certified subcontractors	☒ YES	☐ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Montana Construction, Inc.	80 Contant Avenue, Lodi, NJ 07644 (973) 478-5200 RSetya@montanaconstructioninc.com	579,300.00	Yes

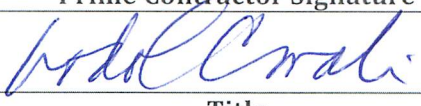
Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Nada E. Camali
Title	Date
President / Secretary	6/06/17

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

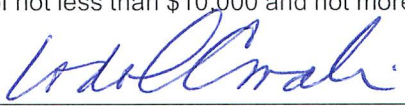
Attachment 9
New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: 
Name: NADA E. CAMALI
Title: PRESIDENT / SECRETARY
Date: 6/6/17
Contract ID: CONTRACT NO. 1 / BID #5.17

Attachment 10
New York State Environmental Facilities Corporation
Contractor's American Iron and Steel (AIS) Certifications

To be completed by prime contractors for all construction contracts

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM
THE NYS CLEAN WATER STATE REVOLVING FUND OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: WEST TRUNKLINE SEWER
CORRIDOR IMPROVEMENTS

Contractor's Name: EN-TECH CORP.

Contract ID: CONTRACT NO. 1 / BID # 5.17

SRF Project #: _____

SRF Recipient Name: CITY OF NEWBURGH, NY

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: 

Name (print): NADA E. CAMALI

Title: PRESIDENT / SECRETARY

Date: 6/6/17

Attachment 11
New York State Environmental Facilities Corporation
Manufacturer's American Iron and Steel (AIS) Certifications

1. The following information is provided as a manufacturer's sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location: _____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

[Signed by company representative]

Attachment 11
New York State Environmental Facilities Corporation
Manufacturer's American Iron and Steel (AIS) Certifications

2. The following information is provided as a manufacturer's sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location: _____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

[Signed by company representative]

Attachment 12
United States Department of Labor
Wage and Hour Division
Form WH-347
Federal Payroll Form

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS
OMB No.: 1235-0008 Expires: 02/28/2018	

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY				FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

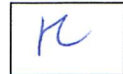
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SECTION 00301

BIDDER'S CHECKLIST

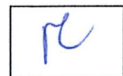
(All pages of this color to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00370-1 to 00370-13 All blanks appropriately filled in ink
with both words and figures, and signed where applicable.

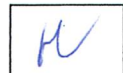


State and Federal Requirements: Each of the following forms must be executed:

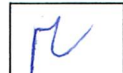
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00373-1 to
00373-2: Requires Bidder's signature.



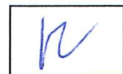
NON-COLLUSIVE BIDDING CERTIFICATION, Page 00480-1: Requires Bidder's
signature.



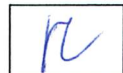
STATEMENT OF SURETY'S INTENT, Page 00481-1: Requires completion and
signature by Surety's Representative.



BIDDER'S QUALIFICATION STATEMENT, Page 00491-1: Requires completion
and signature by Bidder.

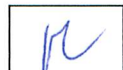


BID SECURITY, Page 00499-1: Attach Bid Security to page labeled "BID
SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).



NYSEFC CWSRF Requirements:***

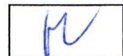
NYS REVOLVING FUND EEO POLICY STATEMENT REQUIREMENTS
CERTIFICATION.



LOBBYING CERTIFICATION



AIS CONTRACTOR'S CERTIFICATION



Disadvantaged Business Enterprise (DBE) Program – Subcontractor Utilization
(Form 6100-4)



Disadvantaged Business Enterprise (DBE) Program – Subcontractor Performance
(Form 6100-3)



SECTION 00301

BIDDER'S CHECKLIST

***Refer to NYS Revolving Fund Bid Packet included in the Contract Documents. Additional documentation will be required during award and construction phases.

NOTE: To Bid all Contracts, the Bidder must fill in all pages this color.

END OF SECTION

SECTION 00370

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17
54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND
18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

TO THE CITY OF NEWBURGH:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances, and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction of West Trunkline Sewer Corridor Improvements Project, City of Newburgh required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit prices:

Acknowledgement of Addenda

<u>Addendum No.</u>	<u>Date Received</u>
<u>1</u>	<u>5/12/17</u>
<u>2</u>	<u>5/16/17</u>
<u>3</u>	<u>5/17/17</u>
<u>4</u>	<u>5/30/17</u>
<u> </u>	<u> </u>

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD — 0 —

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
1	1	Demolition and Removal FOR <u>Eleven Thousand Dollars</u> <u>No Cents</u> PER LS	11,000	00	11 000	00
2	1	Clearing FOR <u>Twenty Two Thousand</u> <u>Dollars No Cents</u> PER LS	22,000	00	22 000	00
3	1	Work Zone Traffic Control FOR <u>Five Thousand Five Hundred</u> <u>Dollars No Cents</u> PER LS	5500	00	5500	00
4	5	Exploratory Excavation Test Pit FOR <u>Two Thousand Seven</u> <u>Hundred Fifty Dollars</u> ^{No Cents} PER EA	2750	00	13 750	00

00370-2
CARRY FORWARD 52 250.00

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 52250.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
5	10	Subbase FOR <u>Seventy one Dollars</u> <u>FIFTY CENTS</u> PER CY	71	50	715	00
6	200	Special Backfill FOR <u>Forty Nine Dollars</u> <u>FIFTY CENTS</u> PER CY	49	50	9900	00
7	10	Asphalt Binder Course, Type 3 FOR <u>ONE Hundred Sixty Five</u> <u>DOLLARS No CENTS</u> PER TON	165	00	1650	00
8	10	Asphalt Binder Course, Type 6 FOR <u>ONE Hundred Ninety</u> <u>TWO Dollars FIFTY CENTS</u> PER TON	192	50	1925	00

00370-3
CARRY FORWARD 66440.00

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 66440.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
9	200	Saw Cutting Asphalt Pavement and/or Concrete Pavement Base FOR <u>Five Dollars Fifty cents</u> _____ PER LF	5	50	1100	00
10	35	Cast-In-Place (Minor Construction) Concrete Sidewalk with Curb FOR <u>Forty Four Dollars</u> <u>No Cents</u> PER LF	44	00	1540	00
11	120	12-Inch Epoxy Reflectorized Pavement Markings FOR <u>Two Dollars Twenty</u> <u>Cents</u> PER LF	2	20	264	00
12	2	Replacement and Raising Manhole Frame and Cover FOR <u>Two Thousand Seven Hundred</u> <u>Fifty Dollars No Cent</u> PER EA	2750	00	5500	00

00370-4R
CARRY FORWARD 74844.00

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 74844.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
13	4	Manhole Frames and Covers FOR <u>One Thousand Six Hundred</u> <u>FIFTY Dollars No Cent</u> PER EA	1650	00	6600	00
14	1	Walsh Road Access Vault FOR <u>Sixty Thousand Five</u> <u>Hundred Dollars No Cents</u> PER LS	60500	00	60500	00
15	1	West Trunk Sewer Access Vault FOR <u>Forty Four Thousand</u> <u>Dollars No Cents</u> PER LS	44000	00	44000	00
16	2,550	54-Inch Fiberglass Sewer Rehabilitation Lining FOR <u>Five Hundred Seventy</u> <u>Dollars No Cents</u> PER LF	570	00	1453500	00

00370-5R
CARRY FORWARD 1639444.00

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 1639444.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
17	875	36-Inch Fiberglass Sewer Rehabilitation Lining FOR <u>TWO Hundred Thirty Five</u> <u>Dollars No Cents</u> PER LF	235	00	205625	00
18	815	18-Inch to 24-Inch Polyester Fiber Felt Sewer Rehabilitation Lining FOR <u>ONE Hundred Forty Dollars</u> <u>No Cents</u> PER LF	140	00	114100	00
19	125	Curtain Grout FOR <u>ONE Hundred Twenty</u> <u>Dollars No Cents</u> PER GAL	120	00	15000	00
20	100	Invert Repair Mortar FOR <u>Two Hundred Fifty</u> <u>Dollars No Cents</u> PER GAL	250	00	25000	00

CARRY FORWARD 1999169.00 00370-6

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 1999169.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
21	10	Cut Protruding Sewer Lateral FOR <u>Two Hundred Dollars</u> <u>No Cents</u> PER EA	200	00	2000	00
22	15	Grout Sewer Lateral Connection FOR <u>Two Thousand Five Hundred</u> <u>Dollars No Cents</u> PER EA	2500	00	37500	00
23	10	3-Foot Lateral T-Liner for 18-Inch to 24-Inch Main Line FOR <u>EIGHT THOUSAND Three Hundred</u> <u>Dollars No Cents</u> PER EA	8300	00	83000	00
24	1	Root Removal FOR <u>Two Thousand Two Hundred</u> <u>Fifty Dollars No Cents</u> PER LS	2250	00	2250	00

CARRY FORWARD 2123919.00 00370-7

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 2123919.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
24	40	Heavy Cleaning FOR <u>One Thousand Dollars</u> <u>No Cents</u> PER HOUR	1000	00	40000	00
26	4	Reconstruct Manhole Bottom, Invert and Pipe FOR <u>Six Thousand One Hundred</u> <u>Sixty Dollars No Cents</u> PER EA	6160	00	24640	00
27	1	Sewer Flow Control – MH 10 to MH 5A FOR <u>Nine Thousand Dollars</u> <u>No Cents</u> PER LS	90000	00	90000	00
28	1	Sewer Flow Control – Robinson Ave. FOR <u>Nine Thousand Five</u> <u>Hundred Dollars No Cents</u> PER LS	19500	00	19500	00

00370-8
CARRY FORWARD 2298059.00

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 2298059.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
29	1	Sewer Flow Control – Mill St. FOR <u>Thirty Thousand Dollars</u> <u>No Cents</u> PER LS	30000	00	30000	00
30	1	Sewer Flow Control – Reconstruction of Manholes FOR <u>Thirty Six Thousand Five Hundred Dollars</u> <u>No Cents</u> PER LS	36500	00	36500	00
31	2	Reinforcing Steel FOR <u>Six Dollars</u> <u>No Cents</u> PER LB	6	00	12	00
32	3	Security Gate FOR <u>Two Thousand Two Hundred Dollars</u> <u>No Cents</u> PER EA	2200	00	6600	00

CARRY FORWARD 2371100 ^{1771.00} ~~1000~~ 00370-9

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 2391171.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
33	1	Construct Walsh Access Road FOR <u>THIRTY THREE THOUSAND</u> <u>DOLLARS NO CENTS</u> PER LS	33 000	00	33 000	00
34	1	Construct West Trunk Access Road FOR <u>THIRTY THREE THOUSAND</u> <u>DOLLARS NO CENTS</u> PER LS	33 000	00	33 000	00
35	1	Sediment and Erosion Control FOR <u>TWENTY TWO THOUSAND</u> <u>DOLLARS NO CENTS</u> PER LS	22 000	00	22 000	00
36	1	Permit Allowance FOR <u>Ten Thousand</u> _____ PER LS	10 000	00	10 000	00

00370-10
CARRY FORWARD 2469171.00

SECTION 00370 BID

CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17 54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND 18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

JOB NO. 1352.003.001

BROUGHT FORWARD 2469171.00

ITEM NO.	ESTIMATED QUANTITIES	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
37	1	Sewer Utility Location Allowance FOR <u>Ten Thousand</u> _____ PER LS	<u>10000</u>	<u>00</u>	<u>10000</u>	<u>00</u>
TOTAL OR GROSS BID WRITTEN IN WORDS - <u>Two Million Four Hundred</u> <u>Seventy Nine Thousand One Hundred Seventy one Dollars</u> <u>No Cents</u>			\$ <u>2479171.00</u>		\$ <u>2479171.00</u>	

CARRY FORWARD _____

00370-11

SECTION 00370

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17
54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND
18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed, or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Name: EN-TECH CORP. ATTN: NADA E. CAMALI
Address: 91 RUCKMAN ROAD
City, State, Zip: CLOSTER, NJ 07624
Telephone: (201) 784-1034
Email: NCAMALI@EN-TECHCORP.COM

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00370

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION – BID # 5.17
54-INCH WEST TRUNKLINE, 36-INCH ROBINSON AVENUE AND
18-INCH TO 36-INCH MILL STREET SEWER REHABILITATION

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a ~~certified check*~~, ~~cash*~~, or a bid bond* for the sum of One Hundred Twenty Three Thousand Nine Hundred Fifty Eight Dollars Sixty CENTS (\$123,958.00). In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated JUNE 6TH, 2017 **, EN-TECH CORP.
A CORPORATION ORGANIZED UNDER THE LAW OF
THE STATE OF NEW YORK



Signature of Bidder

Print Name of Signer of Bid NADA E. CAMALI
Address 91 RUCKMAN ROAD
CLOSTER, NJ 07624

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

The County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The County has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

NADA E. CAMALI PRESIDENT / SECRETARY
Signature Title
EN-TECH CORP. 6 / 6 / 17
Company Name Date

State of New York)
County of Rockland) SS:

On this 6TH day of JUNE, 2017, before me personally came and appeared NADA E. CAMALI to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Robert Borst

END OF SECTION

ROBERT BORST
NOTARY PUBLIC
REG. NO. 01BO003533
QUALIFIED IN QUEENS COUNTY
TERM EXPIRES MARCH 9 2018

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

FIRM: ENV-TECH CORP.
By: [Signature]
NADA E. CAMALI
Title: PRESIDENT / SECRETARY

(CORPORATE SEAL IF ANY)

State of New York)
County of Rockland) SS:

On this 6TH day of JUNE, 2017, before me personally came and appeared NADA E. CAMALI to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same.

[Signature]

END OF SECTION

ROBERT BORST
NOTARY PUBLIC
REG. NO. 01808003533
QUALIFIED IN QUEENS COUNTY
TERM EXPIRES MARCH 9 2018

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Newburgh

We have reviewed the Bid of En-Tech Corp.
(Contractor)

of 91 Ruckman Road, Closter, NJ 07624
(Address)

for Contract No. 1, Bid #5.17, West Trunkline Sewer Corridor Improvements Project
54-inch West Trunkline, 36-inch Robinson Avenue and 18-inch to 36-inch Mill Street Sewer Rehabilitation
(Project)

Bids for which will be received on June 7, 2017
(Bid Opening Date)

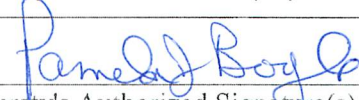
and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: 
Stephanie Foy

Liberty Mutual Insurance Company


Surety's Authorized Signature(s)
Pamela J. Boyle, Atty-In-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

The Undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 3 of the Instructions to Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid Opening in accordance with Article 3.

1. List equipment that you plan to rent or purchase for this work and specify whether rent or purchase. If none, so state.

NONE

2. List equipment that you own that is available for this work.

SEE ATTACHED EQUIPMENT LIST

3. How many years has your firm been in business as a contractor?

32+

4. Is your firm qualified to do business in the state where the project is located?
YES ☒ NO ☐ If NO, by signing this Qualification Statement at the end you are agreeing to obtain such qualification prior to award of contract within fourteen days of Owner's request.

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

5. List up to three (3) projects that are of the same or related nature to the one now being bid that you have completed in the last ten (10) years. For each project, list the name, address, and telephone number of the Owner and/or the Engineer/Architect, the original bid price, the completion date, and the completed contract price.

SEE ATTACHED LISTS OF COMPLETED PROJECTS

6. List projects presently under construction by your firm, the dollar volume of the contract, the percentage complete of the contract, and the name and telephone number of the Owner and/or the Engineer/Architect.

SEE ATTACHED LIST OF CURRENT PROJECTS

7. Have you ever failed to complete a contract awarded to you? YES _____
NO ☒ If YES, state where and why.

SECTION 00491

BIDDER'S QUALIFICATION STATEMENT

8. Give the name, address, and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

SEE ATTACHED LIST OF REFERENCES

Upon request, I agree to expand the foregoing statements.

EN-TECH CORP.

(name of Bidder)

By:

Nada E. Camali

(authorized signature)

NADA E. CAMALI - PRESIDENT / SECRETARY

(individual's name & title)

END OF SECTION



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

En-Tech Corp.
91 Ruckman Road
Closter, NJ 07624

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
1200 MacArthur Blvd.
Mahwah, NJ 07430

OWNER:

(Name, legal status and address)

City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

BOND AMOUNT: \$ Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Contract No. 1, Bid #5.17, West Trunkline Sewer Corridor Improvements Project
54-inch West Trunkline, 36-inch Robinson Avenue and 18-inch to 36-inch Mill Street Sewer
Rehabilitation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

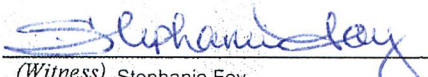
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User Notes:

(877099080)

Signed and sealed this 7th day of June, 2017


(Witness)

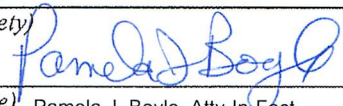

(Witness) Stephanie Foy

En-Tech Corp.

(Principal)  (Seal)

(Title) Nada Camali, President

Liberty Mutual Insurance Company

(Surety)  (Seal)

(Title) Pamela J. Boyle, Atty-In-Fact

Init.

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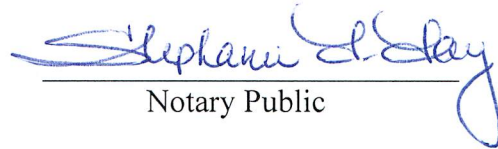
(877099080)

ACKNOWLEDGEMENT OF SURETY

State of New Jersey]
]-ss
County of Passaic]

On 06/07/2017, before me personally came Pamela J. Boyle to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:



Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7630237

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph W. Mallory; Lisa Nosal; Louis A. Vlahakes; Pamela J. Boyle; Robert E. Culnen

all of the city of Totowa, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of February, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

On this 17th day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 20 17.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits	\$1,092,914,837	Unearned Premiums	\$6,929,723,299
*Bonds — U.S Government	1,406,763,970	Reserve for Claims and Claims Expense	17,233,877,300
*Other Bonds	11,379,916,523	Funds Held Under Reinsurance Treaties	208,362,823
*Stocks	10,349,761,988	Reserve for Dividends to Policyholders	944,909
Real Estate	290,265,760	Additional Statutory Reserve	39,649,905
Agents' Balances or Uncollected Premiums	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	112,757,395	Other Liabilities	<u>3,061,117,958</u>
Other Admitted Assets	<u>14,659,523,751</u>	Total	<u>\$27,473,676,194</u>
Total Admitted Assets	<u>\$44,001,881,687</u>	Special Surplus Funds	\$95,257,334
		Capital Stock	10,000,000
		Paid in Surplus	9,229,250,104
		Unassigned Surplus	7,193,698,055
		Surplus to Policyholders	<u>16,528,205,493</u>
		Total Liabilities and Surplus	<u>\$44,001,881,687</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

TAMikolajewski

Assistant Secretary

SECTION 00499

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)



END OF SECTION



NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

En-Tech Corp

Certification Awarded on: April 18, 2017

Expiration Date: April 18, 2020

File ID#: 50062



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development

Empire State Development

October 30, 2014

File ID:

Ms. Lisa Ballerini
Montana Construction Corp Inc
80 Contant Avenue
Lodi, NJ 07644

Dear Ms. Lisa Ballerini:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has completed its review of your application for State Certification as a Women Business Enterprise (WBE). We have determined that your firm meets eligibility requirements for certification, pursuant to New York State Executive Law, Article 15-A.

On behalf of the DMWBD, we are pleased to inform you that the firm of Montana Construction Corp Inc has been granted status as a **Women Business Enterprise (WBE)**. In our effort to help you have the broadest possible reach, your business will be listed in the State's Directory of Certified Businesses with the codes listed on the following page.

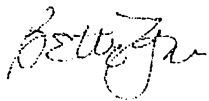
Certification status is not intended to imply that the State of New York guarantees your company's capability to perform on State contracts, nor does it imply that your company is guaranteed any State business.

Be advised that your certification expires 3 years from the date of this letter or unless you are contacted by this Office for recertification. We will notify you when your company should submit its application for recertification.

Please remember that any changes in your company that affect ownership, and/or managerial and/or operational control must be reported to this office within thirty (30) days of such changes. These include changes to company name, business address, telephone numbers, principal products/services, and bonding capacity.

If your certification is questioned by any public or private entity, please direct the inquiry to this Office for clarification. Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,



Bette Yee
Director of Certification Operations

Empire State Development

New York State Department of Economic Development
633 Third Avenue New York New York 10017 Tel 212 803 2414
Web Site: www.esd.ny.gov/MWBE/html

October 30, 2014

File ID:

Montana Construction Corp Inc will be listed in New York State's Directory of Certified Businesses with the following list of codes for products and services:

ESD-C-0076: BRIDGE CONSTRUCTION

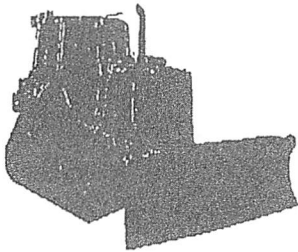
ESD-C-0252: EXCAVATION CONTRACTORS

ESD-C-0307: GRADING

ESD-C-0603: SITE WORK

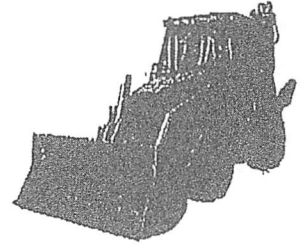
ESD-E-0588: SEWER WORK

NAICS-237110: WATER AND SEWER LINE AND CONSTRUCTION



International Union Of Operating Engineers
Local 15, 15A, 15B, 15C & 15D

training center



APPRENTICESHIP • SKILL IMPROVEMENT & SAFETY
P.O. BOX 489 • STATION B • HOWARD BEACH, NEW YORK 11414
(718) 835-0400 • FAX (718) 835-2210

UNION TRUSTEES
JAMES T. CALLAHAN
THOMAS A. CALLAHAN

 502
PATRICK J. PETERSON
DIRECTOR

EMPLOYER TRUSTEES
MICHAEL SALGO
DENISE RICHARDSON

September 1, 2016

En-Tech Corporation
91 Ruckman Road
Closter, NJ 07624-2102

To Whom It May Concern:

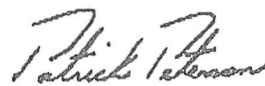
Please be advised that The International Union of Operating Engineers Local 15 has an Apprentice program registered with the New York State Department of Labor which meets the standards established by the Commissioner of Labor and the United States Department of Labor, Bureau of Apprenticeship Training in accordance with (29CFR29).

The IUOE Local 15 Apprentice Training Program is a joint apprenticeship committee operated program. The committee is composed of an equal number of representatives of the employers and of the employees represented by a bona fide collective bargaining agreement and has been established to conduct, operate, and administer the apprenticeship program.

Since the above-mentioned employers are signatory to our agreements, they are therefore participants in our apprenticeship training program.

If any further information is needed, please do not hesitate to contact me.

Very truly yours



Patrick Peterson
Director of Apprenticeship and Training

PP/ev

LIUNA
LOCAL 731 Training Fund

3411 35th Avenue
Astoria, NY 11106

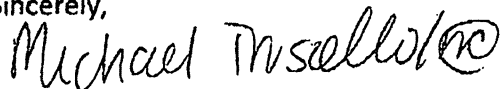
Tel: 718-752-9880 • Fax: 718-752-9880

August 29, 2016

To Whom It May Concern:

This letter is to confirm *En-Tech Corp.*, has a signed agreement with Union Local 731. Union Local 731 has an Apprenticeship Program approved by the New York State Department of Labor.

Sincerely,

A handwritten signature in black ink that reads "Michael Truscello" followed by a stylized symbol resembling a circled "R" or a similar monogram.

Michael Truscello
Apprenticeship Coordinator

MT/nc

CONTRACTOR'S REFERENCE LIST

Contractor: EN-TECH Corp. / EN-TECH of New Jersey Corp.
Main Address: 91 Ruckman Road, Closter, New Jersey 07624
Contact: Nada E. Camali – President and Secretary
Phone: (201) 784-1034
Fax: (201) 784-0855
e-mail: ncamali@en-techcorp.com

Reference Type	Contact	Address	Telephone
CLIENT/OWNER	Daniel Lefkowitz, P.E. Deputy Chief	NYC DEP 59-17 Junction Blvd. Flushing, NY 11378	(718) 595-4200
	Bill Finn Construction Manager	City of Yonkers 40 South Broadway Yonkers, NY 10701	(914) 377-6210
	William Suchodolski, P.E. Engineering Manager	Ocean Co. Utilities Auth. 501 Hickory Lane Bayville, NJ 08721	(732) 269-4500, x8333
	Frank Diodati Assistant Village Engineer	Village of Scarsdale 1001 Post Road Scarsdale, NY 10583	(914) 722-1105
ENGINEER	Kevin Wynn, P.E. Senior Project Manager	Hatch Mott MacDonald 111 Wood Avenue South Iselin, NJ 08830	(973) 912-2537
	John Tobia, P.E. Senior Project Manager	CH2MHill 119 Cherry Hill Road Suite 300 Parsippany, NJ 07054	(973) 316-3552
	Mike Wilson, P.E. Senior Technologist	CH2M Hill 18 Tremont Street, Suite 700 Boston, MA 02108	(617) 523-2260
	Paul Niehoff, P.E. Senior Associate	Maser Consulting Engineers 200 Valley Road, Suite 400 Mount Arlington, NJ 07856	(973) 398-3110
	Derek McGrath, P.E.	Boswell Engineering 330 Phillips Avenue S. Hackensack, NJ 07606	(201) 641-0770

CONTRACTOR'S REFERENCE LIST – p. 2

Contractor: EN-TECH Corp. / EN-TECH of New Jersey Corp.
Main Address: 91 Ruckman Road, Closter, New Jersey 07624
Contact: Nada E. Camali – President and Secretary
Phone: (201) 784-1034
Fax: (201) 784-0855
e-mail: ncamali@en-techcorp.com

Reference Type	Contact	Address	Telephone
BANK	Bill Schumacher Vice President	M&T Bank 250 Pehle Avenue Suite 104 Saddle Brook, NJ 07663	(201) 368-4507
BONDING	Liberty Mutual Insurance Pamela Boyle (Agent)	C&H Agency 783 Riverview Drive Totowa, NJ 07512	(800) 866-9264 (973) 435-3300
INSURANCE	Jo-Ann Intiso (Agent)	C&H Agency 783 Riverview Drive Totowa, NJ 07512	(973) 812-9855
MATERIAL SUPPLIER	Mark Wetzel General Manager	Mississippi Textiles Corp. 160 Corporate Drive Batesville, MS 38606	(636) 530-3355
	Gerhardt Rodenberger General Manager	FerraTex, Inc. (Spiniello Co.) 20520 Unico Road McKenny, VA 23872	(804) 451-3667
	Kaleel Rahaim Business Manager	Interplastic Corporation Thermoset Resins Division 1225 Willow Lake Blvd. St. Paul, MN 55110	(651) 481-6860
	Mark Sanders General Manager	Applied Felts, Inc. 450 College Drive Martinsville, VA 24112	(276) 656-1904
	Cindy or Michelle	LaFarge North America Cement Plant 5160 Main Street Whitehall, PA	(800) 631-2777
		North American Composites 4523 Collections Center Drive Chicago, IL 60693-0045	(609) 625-8101

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 903072 Cleaning & Lining of Various Sanitary Sewer Mains, White Plains, NY EN-TECH Job No. 16-042	CIPP Lining, Cleaning, & TV Inspection	\$186,662.00	February 2017	City of White Plains Christopher Robeson (914) 422-6857
Contract No. ND1485 NI-13 Interceptor Rehabilitation Pt. Pleasant Beach, Ocean Co., NJ EN-TECH Job No. 15-037	CIPP Lining, Cleaning, & TV Inspection	\$1,739,753.00	July 2017	Ocean County Utilities Auth. Neil O'Regan, P.E. (732) 269-4500, x8273
Sanitary Sewer Abatement Phase 1 Suffern, Rockland Co., NY EN-TECH Job No. 16-036	CIPP Lining, Cleaning, & TV Inspection	\$224,284.00	January 2017	Village of Suffern Charles Sawicki (845) 357-2602
Project No. PS-312CW1 Rehab. of Interceptor Sewers in the Bronx, Man., Queens & S.I., NY EN-TECH Job No. 15-009	CIPP Lining, Cleaning, & TV Inspection	\$4,165,888.00	August 2016	NYC DDC Adam Alweiss, P.E. (718) 391-1357
Contract No. 902843 Cleaning and Lining Sanitary & Storm Sewers As-Needed, White Plains, NY EN-TECH Job No. 14-016	CIPP Lining, Cleaning, & TV Inspection	\$487,671.00	June 2016	City of White Plains Joseph Niccoletti Jr., P.E. (914) 422-1222
Project No. SE-LC-18 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 14-040	CIPP Lining, Cleaning, & TV Inspection	\$5,099,762.00	April 2016	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201
P.O. No. 148661 Sanitary Sewer Lining in Lorelei Rd. West Orange, Essex Co., NJ EN-TECH Job No. 16-006	CIPP Lining, Cleaning, & TV Inspection	\$19,048.00	February 2016	Township of West Orange Leonard Lepore, P.E. (973) 325-4160
Contract VM# 1173 (Proposal D) Cured-in-Place Sewer Lining Scarsdale, Westchester Co., NY EN-TECH Job No. 14-020	CIPP Lining, Cleaning, & TV Inspection	\$72,925.00	January 2106	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Contract No. 510607, Bid ITB-5823 Rehab. of San./Storm/Comb. Sewer Yonkers, Westchester Co., NY EN-TECH Job No. 14-003	CIPP Lining, Cleaning, & TV Inspection	\$1,240,423.00	January 2016	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Contract No. DEME-45-2015 2015 Orangetown Sanitary Sewer Improvements (CIPP Method) EN-TECH Job No. 15-015	CIPP Lining, Cleaning, & TV Inspection	\$796,026.00	December 2015	Village of Orangetown DPW Joseph Mendicino, P.E. (845) 359-6502, 4208
2014 Sanitary Sewer Lining in Existing Easements Borough, of Madison, Morris Co., NJ EN-TECH Job No. 14-047	CIPP Lining, Cleaning, & TV Inspection	\$128,623.00	October 2015	Borough of Madison Robert A. Vogel, P.E. (973) 593-3061

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
2015 Sanitary Sewer Lining in Existing Easements Borough, of Madison, Morris Co., NJ EN-TECH Job No. 15-016	CIPP Lining, Cleaning, & TV Inspection	\$102,829.00	October 2015	Borough of Madison Robert A. Vogel, P.E. (973) 593-3061
Contract No. S30051Z Sanitary Sewer Rehabilitation Glen Cove, Nassau Co., NY EN-TECH Job No. 13-001	CIPP Lining, Cleaning, & TV Inspection	\$721,496.00	October 2015	Nassau County DPW Ed Visone (516) 571-7359
Rehab. of Neihaus & Williams Avenues Sanitary Sewer Mains Little Ferry, Bergen County, NJ EN-TECH Job No. 14-048	CIPP Lining, Cleaning, & TV Inspection	\$105,483	August 2015	Borough of Little Ferry Job & Job Consulting Engineers Ken Job, Jr., P.E. (201) 487-8754
Contract No. 16A-2014 Gravity Sewer Rehab. Clarkstown, Rockland Co., NY EN-TECH Job No. 14-038	CIPP Lining, Cleaning, & TV Inspection	\$311,962	June 2015	Town of Clarkstown H2M Engineers George Desmaris, P.E. (631) 756-8000, x1610
Contract No. 2013-08 Sanitary Sewer Relining Mamaroneck, Westchester Co., NY EN-TECH Job No. 13-054	CIPP Lining, Cleaning, & TV Inspection	\$641,096	May 2015	Village of Mamaroneck DPW Tony Iacovelli (914) 777-7745
Project No. SE-LC-17 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 13-060	CIPP Lining, Cleaning, & TV Inspection	\$4,364,398	April 2015	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201
Contract No. 14-29-01 2014 Sanitary Swer Rehabilitation Various Streets, Edison, NJ EN-TECH Job No. 14-032	CIPP Lining, Cleaning, & TV Inspection	\$788,455	March 2015	Township of Edison Peter Cecko (732) 248-7262
Contract No. 14-28-01 Oak La. Drainage Improvements Edison, Middlesex Co., NJ EN-TECH Job No. 14-042	CIPP Lining, Cleaning, & TV Inspection	\$64,085	January 2015	Township of Edison Peter Cecko (732) 248-7262
Contract VM# 1154 (Proposal D) Cured-in-Place Sewer Lining Scarsdale, Westchester Co., NY EN-TECH Job No. 13-045	CIPP Lining, Cleaning, & TV Inspection	\$141,490	October 2014	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Project No. PS-312CW Rehabilitation of Interceptor Sewers Citywide, NYC EN-TECH Job No. 13-034	CIPP Lining, Cleaning, & TV Inspection	\$6,355,309	October 2014	NYC DDC Monzer Shahin, P.E. (718) 391-1543
ITB-DEME-43-2014 Sanitary Sewer Improvements - CIPP Method Orangetown, Westchester Co., NY EN-TECH Job No. 14-006	CIPP Lining, Cleaning, & TV Inspection	\$525,500	August 2014	Town of Orangetown, NY Joseph Mendecino, P.E. (845) 359-6502

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project No. SE-LC-16 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 13-003	CIPP Lining, Cleaning, & TV Inspection	\$3,533,500	May 2014	NYC DEP Dan Lefkowitz, P.E. (718) 595-4200
Contract No. X8650, Bid 5680 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 12-009	CIPP Lining, Cleaning, & TV Inspection	\$1,490,324	March 2014	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Project No. S340952-14 2010 Sewer Rehab. Project West. New York, Hudson Co., NJ EN-TECH Job No. 11-019	CIPP Lining, Cleaning, & TV Inspection	\$646,711	March 2014	North Hudson Sewer Auth. Hatch Mott MacDonald Kevin Wynn, P.E. (973) 912-2537
Contract No. DEME-41-2013 Sanitary Sewer Improvements Nyack, S. Nyack & Tappan, NY EN-TECH Job No. 13-051	CIPP Lining, Cleaning, & TV Inspection	\$106,305	Dec. 2013	Town of Orangetown, DPW Joe Mendicino, P.E. (845) 359-6502
P.O. No. 0020132727 Lining Existing Sewers Central Ave. Alexander St; Chatterton Pkwy. EN-TECH Job No. 13-048	CIPP Lining, Cleaning, & TV Inspection	\$100,000	Aug. 2013	Town of Greenburgh Victor Carosi, P.E. (914) 993-1644
Contract No. S35101T Rehab. of Small Diameter Sanitary Sewers, Nassau County, NY EN-TECH Job No. 10-078	CIPP Lining, Cleaning, & TV Inspection	\$687,427	Aug. 2013	Nassau County DPW Peter Pyne (516) 571-6987
Contract VM# 1136 Infrastructure Improvement and Maintenance Work - Proposal "C" EN-TECH Job No. 12-049	CIPP Lining, Cleaning, & TV Inspection	\$126,478	July 2013	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Contract No. D261020 GCP - 94th St. Interchange Queens, NY EN-TECH Job No. 10-09	CIPP Lining, Cleaning, & TV Inspection	\$750,451	July 2013	NYS DOT GC: Tully Constr. Co., Inc. Sean Lindvall, P.E. (718) 446-7000
Contract No. 506781, Bid No. 5775 Emergency Rehab. Sanitary Sewer Saw Mill River Pkwy. MP 1000-1006 Yonker, Westchester Co., NY EN-TECH Job No. 13-044	CIPP Lining, Cleaning, & TV Inspection	\$615,000	July 2013	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Philadelphia Naval Yard Various Locations Philadelphia, PA EN-TECH Job No. 09-83	CIPP Lining, Cleaning, & TV Inspection	\$1,906,335	May 2013	Phil. Industrial Develop Corp. Carmem Zappile (215) 218-2848

EN-TECH CORP.
91 Ruckman Road
Closter, NJ 07624
(201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Tenaflly Road Sanitary Sewer System Improvements Bergen County, NJ EN-TECH Job No. 13-014	CIPP Lining, Cleaning, & TV Inspection	\$175,209	May 2013	Borough of Tenaflly Maser Consulting Engineers Paul Niehoff, P.E. (973) 398-3110
Contract No. AW1014 NI-10, CI-1A, SI-11 Interceptors and NWPCF Plant Drain Rehab. Ocean County, NJ EN-TECH Job No. 12-006	CIPP Lining, Cleaning, & TV Inspection	\$3,598,940	April 2013	Ocean Co. Utilities Auth. Neil O'Regan, P.E. (732) 259-4500
Contract No. RDSD 12-01S Sanitary Sewer Rehabilitation Riverhead, Suffolk Co., NY EN-TECH Job No. 12-069	CIPP Lining, Cleaning, & TV Inspection	\$85,400	April 2013	Riverhead Sewer District Holzmacher, McLendon & Murrell Greg Levasseur, P.E. (631) 756-8000. x1034
Project No. SE-LC-15 Emergency Rehab. of Sewers by Lining Method, Citywide EN-TECH Job No. 11-076	CIPP Lining, Cleaning, & TV Inspection	\$3,583,566	April 2013	NYC DEP Dan Lefkowitz, P.E. (718) 595-4200
North Bergen Munic Utilities Auth Contract No. 112D Infrastructure Improvements Pipelining EN-TECH Job No. 09-104	CIPP Lining, Cleaning, TV Insp., & MH Rehabilitation	\$3,717,000	March 2013	North Bergen MUA Boswell Engineering Derek McGrath, P.E. (201) 641-0770
Relining Sanitary Sewers in Hillcrest Ave. & Vivian Ave. Emerser, Bergen Co., NJ EN-TECH Job No. 12-059	CIPP Lining, Cleaning, & TV Inspection	\$84,567	Feb. 2013	Borough of Emerson Boswell Engineering Berge Tombalakian, P.E. (201) 641-0770
Project No. GRNK 11-31 Sanitary Sewer Rehabilitation Great Neck, Nassau County, NY EN-TECH Job No. 12-043	CIPP Lining, Cleaning, TV Insp. & New Pipe	\$121,506	Oct. 2012	Village of Greack Neck Holzmacher, McLendon & Murrell Tim Nordberg, P.E. (631) 756-8000. x1423
Rehab. of Franklin St. & Eckel Road Sanitary Sewer Mains Little Ferry, Bergen County, NJ EN-TECH Job No. 12-030	CIPP Lining, Cleaning, & TV Inspection	\$114,300	Sept. 2012	Borough of Little Ferry Job & Job Engineers Ken J. Job, P.E. (201) 487-8754
Maple Avenue Sanitary Sewer Rehabilitation Little Ferry, Bergen County, NJ EN-TECH Job No. 12-029	CIPP Lining, Cleaning, & TV Inspection	\$18,762	Sept. 2012	Borough of Little Ferry Job & Job Engineers Ken J. Job, P.E. (201) 487-8754
Contract 104099, Bid No. 2337 Lining of Sanitary Sewers with Resin Impregnated Liners in Various Locations, Phil., PA EN-TECH Job No. 10-044	CIPP Lining, Cleaning, & TV Inspection	\$815,500	Aug. 2012	City of Philadelphia Water Department Jeff Twardzik (215) 685-6288

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
CWSRF 3097 - Contract No. 1 Sewer & Storm Drain Rehab. Wellington Brook Tributary Area Belmont, Middlesex County, MA EN-TECH Job No. 09-44	CIPP Lining, Cleaning, TV Insp. & New Pipe	\$2,095,802	Aug. 2012	Town of Belmont, MA Fay, Spofford & Thorndike Justin Gould, P.E. (781) 221-1000
Contract No. 12-2915 2012 Sanitary Sewer Repairs Summit, Union County, NJ EN-TECH Job No. 12-021	CIPP Lining, Cleaning, & TV Inspection	\$222,719	Aug. 2012	City of Summit Lori Toth, P.E. (908) 273-6404
Sanitary Sewer System Improvements Roselle, Union Co., NJ EN-TECH Job No. 12-008	CIPP Lining, Cleaning, & TV Inspection	\$1,476,180	July 2012	Borough of Roselle Maser Consulting Engineers Paul Niehoff, P.E. (973) 398-3110
Ocean Avenue Sewer Rehab. From 8th Ave. to 5th Ave. Belmar, Ocean County, NJ EN-TECH Job No. 12-040	CIPP Lining, Cleaning, & TV Inspection	\$90,164	July 2012	Borough of Belmar Birdsall Services Group Chris Lettini, P.E. (732) 380-1700, x1277
Contract No. 12-04 Elton Adelphia Rd., Schanck Rd., Route 9 Sanitary Sewer Lining Freehold, Monmouth County, NJ EN-TECH Job No. 12-026	CIPP Lining, Cleaning, & TV Inspection	\$140,474	July 2012	Township of Freehold (732) 294-2043 Hatch Mott MacDonald Engrs. Robert Mainberger, P.E. (732) 780-6565
Contract No. 1109 - "D" Cured-in-Place Lining Scarsdale, Wetchester Co., NY EN-TECH Job No. 11-042	CIPP Lining, Cleaning, & TV Inspection	\$92,009	May 2012	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Watchung Rd. to Princeton St. Chatham, NJ EN-TECH Job No. 10-32	CIPP Lining, Cleaning, & TV Inspection	\$823,715	Sept. 2012	Borough of Chatham Maser Consulting Engineers Paul S. Niehoff, P.E. (973) 398-3110
Contract No. AW0918 SI-11 Interceptor Rehab. Ocean Co., NJ EN-TECH Job No. 11-001	CIPP Lining, Cleaning, & TV Inspection	\$2,231,117	March 2012	Ocean Co. Utilities Auth. William Suchodolski (732) 259-4500
Contract No. X8316, Bid 5596 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 11-007	CIPP Lining, Cleaning, & TV Inspection	\$930,135	March 2012	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Contract No. S30051Y Rehabilitation of Existing Large Diameter Sanitary Sewers EN-TECH Job No. 10-066	CIPP Lining, Cleaning, & TV Inspection	\$813,864	March 2012	Nassau County DPW Peter Pyne, P.E. (516) 571-6987

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Hill Drive Sanitary Sewers Oyster Bay, Nassau County, NY EN-TECH Job No. 12-001	CIPP Lining, Cleaning, & TV Inspection	\$36,840	Feb. 2012	Oyster Bay Sewer District Holzmacher, McLendon & Murrell Steve Hearl, P.E. (631) 756-8000, x1510
2011 CIPP Installation Project West Avenue/Nelson Avenue Beach Haven, Ocean Co., NJ EN-TECH Job No. 11-051	CIPP Lining, Cleaning, & TV Inspection	\$132,196	Dec. 2011	Beach Haven Sewer Auth. Owen, Little & Assoc., Inc. Frank Little, P.E. (732) 244-1090
Ramblewood Parkway Devonshire Road Mt. Laurel, NJ EN-TECH Job No. 10-31	CIPP Lining, Cleaning, & TV Inspection	\$621,983	Dec. 2011	Mt. Laurel Township MUA Richard A. Alaimo Assoc. Fred Rowley, P.E. (609) 267-8310
Dennison Pl. Storm Drain Rehab. Plainsboro, Middlesex Co., NJ EN-TECH Job No. 11-063	CIPP Lining, Cleaning, & TV Inspection	\$22,475	Nov. 2011	Township of Plainsboro DPW Neil L. Blitz, Superintendent (609) 799-0099
Wet Well & Gravity Sewer Rehabilitation Project Pennsauken, Camden Co., NJ EN-TECH Job No. 10-038	CIPP Lining, Cleaning, & TV Inspection	\$318,450	Oct. 2011	Pennsauken Sewerage Consulting Engineer Services Tom Lisse, P.E. (856) 228-2200
Rehabilitation of Chestnut Street Sanitary Sewer Rochelle Park, Bergen Co., NJ EN-TECH Job No. 11-037	CIPP Lining, Cleaning, & TV Inspection	\$34,435	Oct. 2011	Township of Rochelle Park Job & Job Consulting Engrs. Kenneth Job, P.E. (201) 487-8754
Contract No. 11-29-01 Jennifer Ct. San. Sewer Rehab. Edison, Middlesex Co., NJ EN-TECH Job No. 11-036	CIPP Lining, Cleaning, & TV Inspection	\$89,161	Sept. 2011	Township of Edison John Medina, P.E. (732) 248-7248
Horten Avenue Sewer Liner Brooklawn, Camden Co., NJ EN-TECH Job No. 11-043	CIPP Lining, Cleaning, & TV Inspection	\$19,991	Sept. 2011	Borough of Brooklawn Donna Domico (609) 221-4845
Contract No. AW0805 NI-16 Interceptor Rehab. Ocean County, NJ EN-TECH Job No. 10-03	CIPP Lining, Cleaning, TV Insp., & MH Rehabilitation	\$1,086,166	Aug. 2011	Ocean Co. Utilities Authority William Suchodolski (732) 259-4500
Union Avenue Sanitary Sewer Relining Project Rutherford, Bergen Co., NJ EN-TECH Job No. 11-025	CIPP Lining, Cleaning, & TV Inspection	\$14,996 Could Not Line, Pipe Replaced by Others	July 2011	Borough of Rutherford T&M Associates, Inc. Donald Norbut, P.E. (973) 614-0005

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Sanitary Sewer Lining Manhole 177 - 179A Roslyn, Nassau Co., NY EN-TECH Job No. 11-030	CIPP Lining, Cleaning, & TV Inspection	\$29,500	June 2011	Incorporated Village of Roslyn Dept. of Public Works Wade Curry (516) 621-1961
Contract VM# 1092 (Proposal D) Cured-in-Place Sewer Lining Scarsdale, Westchester Co., NY EN-TECH Job No. 10-050	CIPP Lining, Cleaning, & TV Inspection	\$85,371	June 2011	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Contract No. 10-259 Hamilton Ave., Nottingham Way Hamilton Twp., Mercer Co., NJ EN-TECH Job No. 10-039	CIPP Lining, Cleaning, & TV Inspection	\$952,140	May 2011	Township of Hamilton DPW Tina Stark (609) 581-4182
Vosseller Avenue Phase III Sanitary Sewer Rehabilitation Bound Brook, Somerset Co., NJ EN-TECH Job No. 10-036	CIPP Lining, Cleaning, & TV Inspection	\$146,939	May 2011	Borough of Bound Brook T&M Associates Robert P. Keady, P.E. (732) 671-6400
Project No. SE-LC-12 Emergency Rehab. of Sewers by Lining, Citywide EN-TECH Job No. 08-120	CIPP Lining, Cleaning, & TV Inspection	\$5,619,859	March 2011	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. X77914, Bid 5479 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 09-91	CIPP Lining, Cleaning, & TV Inspection	\$921,500	March 2011	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Oxford Street; Pine Avenue Vineland, NJ EN-TECH Job No. 10-01	CIPP Lining, Cleaning, & TV Inspection	\$35,514	March 2011	Landis Sewerage Authority Robert Schwarz (856) 691-0551
Contract 08-10 North Main Street Sanitary Sewer Lining EN-TECH Job No. 10-067	CIPP Lining, Cleaning, & TV Inspection	\$108,665	Feb. 2011	Village of Port Chester Dolph Rotfeld Engineering Dan Peluso (914) 631-8600
Little Crum Creek Interceptor Rutledge, PA EN-TECH Job No. 10-06	CIPP Lining, Cleaning, & TV Inspection	\$93,742	Dec. 2010	Central Delaware Co. Auth. Catania Engineering Assoc. Charles Catania, P.E. (610) 532-2884
Contract No. 2009.10 30" Interceptor Relining, Rockaway River Easement, Montville, NJ EN-TECH Job No. 10-034	CIPP Lining, Cleaning, & TV Inspection	\$1,647,035	Dec. 2010	Township of Montville Anderson & Denzler Assoc. William D. Ryden, P.E. (973) 887-2270

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Storm Drainage System TV Inspection and Relining Massapequa Park, NY EN-TECH Job No. 08-92	CIPP Lining, Cleaning, & TV Inspection	\$45,000	Dec. 2010	Inc. Village of Massapequa Park Dvirka & Bartilucci Engrs. Lisa Lutato, P.E. (516) 364-9890
Contract No. 10-29-01 Old Raritan Road Edison, Essex Co., NJ EN-TECH Job No. 10-041	CIPP Lining, Cleaning, & TV Inspection	\$103,927	Nov. 2010	Township of Edison Peter Cecko (732) 248-7409
Independence Ave. Interceptor Sewer and MH Rehabilitation Hamilton, Mercer Co., NJ EN-TECH Job No. 09-74	CIPP Lining, Cleaning, MH Rehab., & TV Insp.	\$1,467,600	Nov. 2010	Township of Hamilton DPW Tina Stark (609) 581-4182
Sanitary Sewer Rehabilitation Mendham, Morris County, NJ EN-TECH Job No. 09-58	CIPP Lining, Cleaning, & TV Inspection	\$859,769	Nov. 2010	Borough of Mendham, NJ Paulus, Sokolowski & Sartor James R. Wancho, P.E. (732) 560-9700
Contract No. 09-019-P1 Lining 20" Sewer in Ashland St. New Rochelle, Westchester Co., NY EN-TECH Job No. 10-051	CIPP Lining, Cleaning, & TV Inspection	\$48,850	Oct. 2010	City of New Rochelle, DPW John Clemente, P.E. (914) 654-2130
Contract VM #1072 (Proposal D) Cured-in-Place Sewer Lining Scarsdale, NY EN-TECH Job No. 09-47	CIPP Lining, Cleaning, & TV Inspection	\$98,096	Oct. 2010	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Sanitary Sewer Relining 2008 Various Locations Garden City, NY EN-TECH Job No. 08-48	CIPP Lining, Cleaning, & TV Inspection	\$309,701	June 2010	Inc. Village of Garden City Stephen Moriarty, P.E. (516) 465-4006
Darby Interceptor Rehabilitation Phase II, MH 68 to 73A Springfield County, PA EN-TECH Job No. 09-48	CIPP Lining, Cleaning, & TV Inspection	\$554,880	Apr-10	Darby Creek Joint Auth. Catania Engineering Assoc. Charles Catania Jr., P.E. (610) 532-2884
2009 Sanitary Sewer Pipe and MH Lining Program Swarthmore, Delaware Co., PA EN-TECH Job No. 09-75	CIPP Lining, Cleaning, MH rehab., & TV Inspection	\$224,368	Apr-10	Boro. Of Swarthmore Pennoni Associates, Inc. Joseph Mastronardo, P.E. (215) 222-3000

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 27 (Re-Bid) Monroe Street Interceptor Sewer Rehabilitation Boonton, NJ EN-TECH Job No. 08-102	CIPP Lining, Cleaning, & TV Inspection	\$1,161,630	Jan-10	Rockaway Valley Regional Sewerage Authority Nick Valse, P.E. Hatch Mott MacDonald (973) 912-2587
Contract No. X7328 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job # 08-23	CIPP Lining, Cleaning, & TV Inspection	\$1,836,839	Nov-09	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Contract No. VM # 1047 Various Locations Scarsdale, Westchester Co., NY EN-TECH Job No. 08-59	CIPP Lining, Cleaning, & TV Inspection	\$73,098	Nov-09	Village of Scarsdale Engineering Dept. Frank Diodati (914) 722-1105
Annual Cleaning, TV Insp. & CIPP Lining of Township of Montclair, NJ EN-TECH Job # 07-138	CIPP Lining, Cleaning, & TV Inspection	\$427,654	Nov-09	Montclair Engineering Ebbie Faraji, P.E. (973) 509-5708
Contract No. S35101R Rehab. Of Small Diameter Sanitary Sewers EN-TECH Job No. 08-49	CIPP Lining, Cleaning, & TV Inspection	\$475,530	Nov-09	Nassau Co. DPW Frank Sabella (516) 571-7343
Sanitary & Storm Sewer Lining Hobart Avenue Summit, NJ EN-TECH Job No. 09-41	CIPP Lining, Cleaning, & TV Inspection	\$79,320	Jul-09	City of Summit, NJ Maser Consulting Engrs. Andrew Hipolit, P.E. (908) 273-6404
Contract No. AW-IR-06 Area-Wide Interceptor Rehab. Ocean County, NJ EN-TECH Job No. 08-39	CIPP Lining, Cleaning, & TV Inspection	\$1,610,512	Jul-09	Ocean Co. Utilities Auth. Bill Suchodolski, P.E. (732) 269-4500, x8333 GC: Metra Industries, Inc.
Contract No. SE-LC-11 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 07-111	CIPP Lining, Cleaning, & TV Inspection	\$1,727,313	May-09	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Sanitary Sewer System Rehab. Musconetcong Ave. & Spring La. Stanhope, Sussex Co., NJ EN-TECH Job. No. 08-104	CIPP Lining, Cleaning, & TV Inspection	\$121,650	May-09	Borough of Stanhope Omeland Engineering Assoc. Eric L. Keller, P.E. (973) 359-8400

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Sanitary Sewer Line Rehab. Westville, Gloucester Co., NJ EN-TECH Job # 08-20	CIPP Lining, Cleaning, & TV Inspection	\$444,697	Apr-09	Borough of Westville Consulting Engineer Svces. Marie Tortorice (856) 228-2200
5th Avenue Emergency Sewer Rehabilitation Pelham, NY EN-TECH Job No. 09-08	CIPP Lining, Cleaning, & TV Inspection	\$26,939	Mar-09	Village of Pelham Richard Slingerland (914) 738-2015
Interceptor Rehabilitation at DPW Garage Rochelle Park, NJ EN-TECH Job No. 09-19	CIPP Lining, Cleaning, & TV Inspection	\$15,920	Mar-09	Twp. of Rochelle Park Ommand Engineering Kenneth J. Job, P.E. (201) 487-8754
Inverted Siphon Rehabilitation Sprout Brook Pump Station Rochelle Park, NJ EN-TECH Job No. 08-110	CIPP Lining, Cleaning, & TV Inspection	\$44,178	Mar-09	Twp. of Rochelle Park Ommand Engineering Kenneth J. Job, P.E. (201) 487-8754
Contract No. 4652-08-40 Wellington Rd./Amherst Rd. Storm Sewers, Lower Merion, PA EN-TECH Job No. 08-101	CIPP Lining, Cleaning, & TV Inspection	\$49,500	Feb-09	Twp. of Lower Merion Pennoni Associates, Inc. Robert Campbell, P.E. (215) 222-3000
2008 Sewer Lining Various Locations New Providence, Union Co., NJ EN-TECH Job No. 08-93	CIPP Lining, Cleaning, & TV Inspection	\$258,908	Feb-09	Boro. of New Providence Maser Consulting Engrs. Paul S. Niehoff, P.E. (973) 398-3110
Sanitary Sewer Main Lining Madison, NJ EN-TECH Job No. 08-82	CIPP Lining, Cleaning, & TV Inspection	\$601,022	Feb-09	Borough of Madison Robert A. Vogel, P.E. (973) 593-3061
Rehab. of San. & Storm Sewers Various Locations Yonkers, Westchester Co., NY EN-TECH Job # 05-29	CIPP Lining, Gunite, Cleaning, & TV Inspection	\$5,267,955	Jan-09	City of Yonkers Engineering Dept. Bill Finn (914) 377-6210
West End Avenue Emergency CIPP Repair Summit, NJ EN-TECH Job No. 08-111	CIPP Lining, Cleaning, & TV Inspection	\$27,000	Dec-08	City of Summit Lori Toth, P.E. (908) 273-6404
Contract No. 4718-4723-08-19 Various Sanitary Sewers Lower Merion, PA EN-TECH Job No. 08-52	CIPP Lining, Cleaning, & TV Inspection	\$184,603	Oct-08	Twp. of Lower Merion Pennoni Associates, Inc. Robert Campbell, P.E. (215) 222-3000

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Pine Street CIPP Lining Poughkeepsie, Orange Co., NY EN-TECH Job # 08-06	CIPP Lining, Cleaning, & TV Inspection	\$685,298	Aug-08	City of Poughkeepsie Engineering Dept. Joseph Chenier (845) 451-4074
Sanitary Sewer Rehabilitation Great Neck, Nassau Co., NY EN-TECH Job # 07-146	CIPP Lining, Cleaning, & TV Inspection	\$203,172	Aug-08	Village of Great Neck H2M Group, Inc. George Desmaris, P.E. (631) 756-8000
Deptford Interceptor Rehab. Deptford, Gloucester Co., NJ EN-TECH Job # 08-04	CIPP Lining, Cleaning, & TV Inspection	\$958,615	Aug-08	Gloucester Co. Util. Auth. Remington & Vernick Engr. Dennis Yoder, P.E. (856) 795-9595
2007 Sanitary Sewer Rehab. Project, Phase II & III Medford, Burlington Co., NJ EN-TECH Job # 08-13	CIPP Lining, Cleaning, & TV Inspection	\$854,562	Jul-08	Township of Medford Environmental Resolutions William Kirchner, P.E. (856) 235-7176
Contract No. S30051T Rehab. of Large Diameter Sanitary Sewers - Lido Blvd. EN-TECH Job # 07-58	CIPP Lining, Cleaning, & TV Inspection	\$174,543	May-08	Nassau County DPW Frank Sabella (516) 571-7502
Contract No. 2007-07 VideoTape & Pipe Lining EN-TECH Job No. 07-145	CIPP Lining, Gunite, Clean & TV Inspection	\$140,423	May-08	Village of Pelham Richard Slingerland (914) 738-6270
Rehabilitation of the Keyport Interceptor Union Beach, Gloucester, Co., NJ EN-TECH Job # 08-11	CIPP Lining, Cleaning, & TV Inspection	\$299,517	May-08	Bayshore Regional Swr Auth. ARCADIS Engineers Mike Sellar, P.E. (732) 225-5061
Contract No. SE-LC-10 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 06-88	CIPP Lining, Cleaning, & TV Inspection	\$2,460,767	Apr-08	NYC DEP M.A. Abraham, P.E. (718) 595-4200
2007 Sanitary Sewer Lining Various Locations New Providence, Union Co., NJ EN-TECH Job No. 07-142	CIPP Lining, Cleaning, & TV Inspection	\$212,505	Mar-08	Boro. of New Providence Andrew Hipolit, P.E. (973) 398-3110
Contract No. 2007-05 Loh Park Sewer Main Rehab. EN-TECH Job No. 07-82	CIPP Lining, Cleaning, & TV Inspection	\$133,636	Feb-08	Village of Tarrytown Charles Manganaro Consulting Engineers (201) 342-4200

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Goffle Brook Park Sewer Lining Hawthorne, NJ EN-TECH Job # 07-87	CIPP Lining, Cleaning, & TV Inspection	\$108,546	Dec-07	Borough of Hawthorne Boswell McClave Engr. John Rottenbucher, P.E. (201) 641-0770
Sanitary Sewer & Storm Drain Rehabilitation North Eighth Street Easement Fairview, NJ EN-TECH Job # 07-109	CIPP Lining, Cleaning, & TV Inspection	\$23,093	Nov-07	Borough of Hawthorne Boswell McClave Engr. Berge Tombalakian, P.E. (201) 641-0770
91 Street Sewer Lining Township of North Bergen, NJ EN-TECH Job # 07-68	CIPP Lining, Cleaning, & TV Inspection	\$107,531	Aug-07	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770
Canal Interceptor Relining Project Lower Makefield Township, PA EN-TECH Job # 07-39	CIPP Lining, Cleaning, & TV Inspection	\$769,343	Jul-07	Lower Makefield Twp. CKS Engineers, Inc. J.J. Kelso (215) 340-0600
Contract No. S30051R Rehab. of Existing Large Diameter Sanitary Sewers Nassau Lane, Island Park, NY EN-TECH Job # 06-74	CIPP Lining, Cleaning, & TV Inspection	\$220,133	Jun-07	Nassau County DPW Frank Sabella (516) 571-7502
Watchung Road Sanitary Sewer Rehabilitation, Bound Brook, NJ EN-TECH Job # 07-05	CIPP Lining, Cleaning, & TV Inspection	\$172,897	Jun-07	Borough of Bound Brook T&M Associates, Inc. John McKelvey, P.E.
Storm Drain Rehabilitation Luxoro Place, Fairview, NJ EN-TECH Job # 07-40	CIPP Lining, Cleaning, & TV Inspection	\$30,869	Jun-07	Borough of Hawthorne Boswell McClave Engr. Berge Tombalakian, P.E. (201) 641-0770
Contract No. 2007-S-1 Whitebriar Sanitary Sewer Lining Southampton, PA EN-TECH Job # 07-24	CIPP Lining, Cleaning, & TV Inspection	\$82,107	May-07	Upper So. Hampton Sewer Authority Pennoni Associates, Inc. Robert Campbell, P.E. (215) 222-3000
Project No. SE-LC-09R Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 05-124	CIPP Lining, Cleaning, & TV Inspection	\$2,115,679	Apr-07	NYC DEP M.A. Abraham, P.E. (718) 595-4200

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project # SC-LCDDC-03 Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 05-14	CIPP Lining, Cleaning, & TV Inspection	\$1,881,024	Mar-07	NYC DDC Tom Wynne, P.E. (212) 442-1900
Contract VM# 994 Proposal D Cured-in-Place Sewer Lining Various Locations EN-TECH Job # 06-71	CIPP Lining, Cleaning, & TV Inspection	\$114,106	Mar-07	Village of Scarsde Frank Diodati (914) 722-1104
Easement between Columbia Avenue and Libety Avenue North Bergen, NJ EN-TECH Job # 06-100	CIPP Lining, Cleaning, & TV Inspection	\$62,150	Dec-06	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770
Contract No. 05-15 I/I Sewer Corrections, Phase III Mamaroneck, NY EN-TECH Job # 05-122	CIPP Lining, Cleaning, & TV Inspection	\$343,534	Sep-06	Village of Mamaroneck Tony Iacovelli (914) 777-7745
Sanitary Sewer Relining - 2004 Various Locations Garden City, Nassau County, NY EN-TECH Job # 04-76	CIPP Lining, Cleaning, & TV Inspection	\$1,041,435	Aug-06	Inc. Village of Garden City Stephen Moriarty (516) 465-4006 Dvirka & Bartilucci Engrs. Lisa Lutato, P.E. (516) 364-9890
Project # SC-LC-08 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job No. 05-12	CIPP Lining, Cleaning, & TV Inspection	\$2,801,222	May-06	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. 12R-WS2000 Brick Sewer Rehabilitation Program Phase III/IV(K) EN-TECH Job # 04-68	CIPP Lining, Cleaning, & TV Insp. Egg-Shaped Brick Sewers	\$1,344,673	May-06	City of Newark Water & Sewer Dept. Camp, Dresser & McKee Robert Pennington, P.E. (732) 225-7000
Contract No. S30051G Rehab. of Large Diameter Sanitary Sewers EN-TECH Job # 05-30	CIPP Lining, Cleaning, & TV Inspection	\$716,964	Apr-06	Nassau County DPW James Ennis (516) 571-6813
Project No. HWQ-983 44th Avenue, Queens, NY EN-TECH Job # 05-77	CIPP Lining, Cleaning, & TV Inspection	\$81,132	Dec-05	NYC DDC Trocom Constr. Corp. Joseph Trovato (718) 937-2000

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. AW-IR-04 Area-Wide Interceptor Rehab. Various Locations, Ocean Co., NJ EN-TECH Job # 05-58	CIPP Lining, Cleaning, & TV Inspection	\$117,000	Dec-05	Ocean Co. Utilities Auth. Bill Suchodolski, P.E. (732) 269-4500, x8333 Marvec Constr. Corp. Vincent Cestone (973) 239-0028
Sanitary Sewer Lining - 2005 Multiple Locations Maybrook, Orange County, NY EN-TECH Job # 05-108	CIPP Lining, Cleaning, & TV Inspection	\$54,101	Dec-05	Village of Maybrook Eustance & Horowitz James DeWinter, P.E. (845) 361-2717
Contract No. 2 Potable Water & Wastewater Collection Systems Main Street Backlot Brewster, Westchester Co., NY EN-TECH Job # 05-99	CIPP Lining, Cleaning, & TV Inspection	\$12,870	Nov-05	Village of Brewster LAWS Construction Corp. Robert Notaro (914) 741-2100
Contract AW-IR-03 Interceptor Rehabilitation Various Locations Ocean County, NJ EN-TECH Job # 03-40	CIPP Lining, Cleaning, & TV Inspection	\$1,861,324	Nov-05	Ocean Co. Utilities Auth. Rich Inglis (732) 269-4500, x8271
Project No. QED-968 Grand Ave. Area, Queens, NY EN-TECH Job # 04-102	CIPP Lining, Cleaning, & TV Inspection	\$129,549	Oct-05	NYC DDC CARP Construction Ron Kumar (718) 494-8600
Contract 2958ELB/S-40482-R Cobbs Creek Drainage R.O.W Fairmount Avenue Philadelphia, PA EN-TECH Job # 04-61	CIPP Lining, Gunite, Cleaning, & TV Inspection	\$1,612,958	Oct-05	Philadelphia Water Dept. Al Horn, P.E. (215) 685-6350
Argyle Road Emergency Harrison, Westchester Co., NY EN-TECH Job # 05-79	CIPP Lining, Cleaning, & TV Inspection	\$37,160	Sep-05	Village of Harrison Dept. of Public Works Frank Balbi (914) 670-3100
P.O. No. 05-01023 Somerset Street Sewer Lining Plainfield, NJ EN-TECH Job # 05-54	CIPP Lining, Cleaning, & TV Inspection	\$27,915	Aug-05	Plainfield MUA Jerry Haimowitz, P.E. (908) 226-2518

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
North Regent Street Sanitary Sewer Rehabilitation Portchester, Westchester Co, NY EN-TECH Job # 05-56	CIPP Lining, Cleaning, & TV Inspection	\$19,415	Aug-05	Village of Port Chester Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600
Raritan Avenue Sanitary Trunk Sewer Improvements Middlesex, NJ EN-TECH Job # 04-96	CIPP Lining, Cleaning, & TV Inspection	\$148,065	Aug-05	Borough of Middlesex T&M Associates Anthonio Vicente (732) 671-6400
Contact No. 04-510 Snowden Avenue Sanitary Sewer Rehabilitation Ossining, Westchester Co., NY EN-TECH Job # 04-52	CIPP Lining, Cleaning, & TV Inspection	\$155,725	Aug-05	Westchester County Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600
P.O. No. 042105-1 Harbor Lane Emergency Massapequa, Nassau Co., NY EN-TECH Job # 05-31	CIPP Lining, Cleaning, & TV Inspection	\$16,000	Jul-05	Inc. Village of Massapequa John LaMarca (516) 798-0244
Boston Post Rd., DonBosco Place Sanitary Sewer Rehabilitation Portchester, Westchester Co, NY EN-TECH Job # 05-06	CIPP Lining, Cleaning, & TV Inspection	\$345,413	Jul-05	Village of Port Chester Dolph Rotfeld Engineers Michael Stein, P.E. (914) 631-8600
2005 Sanitary Sewer Rehab. Tuckahoe, Westchester Co., NY EN-TECH Job # 05-16	CIPP Lining, Cleaning, & TV Inspection	\$71,640	May-05	Village of Tuckahoe Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600
Project No. SE-LC-07 Emergency Rehab.of Storm & Sanitary Sewers, Citywide, NYC EN-TECH Job #03-119	CIPP Lining, Cleaning, & TV Inspection	\$2,860,359	May-05	NYC DEP Protection M.A. Abraham, P.E. (718) 595-4200
Project No. SE-LCDDC-02 Rehabilitation of Storm and Sanitary Sewers, Citywide, NYC EN-TECH Job #03-112	CIPP Lining, Cleaning, & TV Inspection	\$1,173,354	May-05	NYC DDC Tom Wynne, P.E. (212) 442-1900
Contract No. X5672 CIPP Lining of Sanitary and Storm Sewers, City of Yonkers, NY EN-TECH Job #03-120	CIPP Lining, Cleaning, & TV Inspection	\$359,290	May-05	City of Yonkers Bill Finn (914) 377-6210

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract 03-26 I/I Corrections Project Mamaroneck, NY EN-TECH Job #04-04	CIPP Lining, Cleaning, & TV Inspection	\$507,634	Apr-05	Village of Mamaroneck Tony Iacovelli (914) 777-7745
Contract No. 60 Bayview Avenue Sanitary Sewer Rehabilitation, Bayville, NJ EN-TECH Job # 04-79	CIPP Lining, Cleaning, & TV Inspection	\$67,510	Dec-04	Berkely Twp. Sewer Auth. T&M Associates Joseph Conti, P.E. (732) 671-6400
Lining of Main Street Sanitary Sewers Butler, NJ EN-TECH Job # 04-46	CIPP Lining, Cleaning & TV Inspection	\$207,240	Dec-04	Borough of Butler Darmofalski Engr. Assoc. Paul Darmofalski, P.E. (973) 835-8300
Paterson Plank Road Sewer Lining North Bergen, NJ EN-TECH Job # 04-86	CIPP Lining, Cleaning & TV Inspection	\$113,424	Dec-04	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770
Church St., Broad St., & Eton Pl. Sanitary Sewer Rehabilitation Eatontown, NJ EN-TECH Job # 04-47	CIPP Lining, Cleaning & TV Inspection	\$60,200	Oct-04	Eatontown Sewerage Auth. Maser Consulting Engrs. John Van Dorpe, P.E. (732) 383-1950
Darby Creek Interceptor Rehabilitation - Phase 1 Darby, PA EN-TECH Job #02-103	CIPP Lining, Cleaning, & TV Inspection	\$417,760	Oct-04	Darby Creek Joint Auth. Catania Engineering Assoc. Charles Catania, JR., P.E. (610) 532-2884
Yorktown Sewer Rehabilitation Various Locations Yorktown, Westchester Co., NY EN-TECH Job # 04-12	CIPP Lining, Cleaning, & TV Inspection	\$390,178	Sep-04	Town of Yorktown Sharon Robinson, P.E. (914) 962-5722, x220
Contract No. CN-141 42" Storm Sewer Repair Meadowlands Racetrack East Rutherford, NJ EN-TECH Job # 04-63	CIPP Lining, Cleaning & TV Inspection	\$69,705	Sep-04	NJ Sports & Exposition Authority Alan Kashian (210) 460-4230
Halstead Street Sewer Line Rehabilitation Clinton, NJ EN-TECH Job # 04-36	CIPP Lining, Cleaning & TV Inspection	\$118,289	Aug-04	Town of Clinton Van Cleef Engr. Assoc. Mark Bahnick, P.E. (610) 332-1772
Contract No. 2004-04 Chestnut Street Sanitary Sewer Rehabilitation, Pelham, NY EN-TECH Job # 04-50	CIPP Lining, Cleaning & TV Inspection	\$19,700	Aug-04	Village of Pelham Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. VM # 944 CIPP Sewer Lining, Various Locations, Scarsdale, NY EN-TECH Job # 03-88	CIPP Lining, Cleaning, & TV Inspection	\$106,143	Aug-04	Village of Scarsdale Frank Diodati (914) 722-1104
Contract No. 2002OP-013 Sellers Park Intercep. Rehab. New Castle County, DE EN-TECH Job #03-93	CIPP Lining, Cleaning, & TV Inspection	\$370,203	Aug-04	Dept. of Special Services New Castle County, DE Jim Davis (302) 395-5250
SE-LC-06 Emergency Rehab. of Storm & Sanitary Sewers, Citywide, NYC EN-TECH Job #02-84	CIPP Lining, Cleaning, & TV Inspection	\$1,908,043	May-04	NYC DEP M.A. Abraham, P.E. (718) 595-4200
2004 Sanitary Sewer Lining Oley Township Berks County, PA EN-TECH Job #04-11	CIPP Lining, Cleaning, & TV Inspection	\$109,366	May-04	Oley Twp. Municipal Auth. Spotts, Stevens & McCoy Chris Hannum, P.E. (610) 621-2000
Contract No. 180 Repair of 8" ACP & Manholes Route 183, Stanhope, NJ EN-TECH Job #03-114	CIPP Lining, Cleaning, TV Insp. & MH Rehab.	\$63,500	Apr-04	Musconetong Sewer Auth. Lee T. Purcell Associates James Demitriou, P.E. (973) 227-7200
Contract # 2002-2 Rehab. of San. Sewer Mains Eatontown, NJ EN-TECH Job # 03-28	CIPP Lining, Cleaning, & TV Inspection	\$117,840	Apr-04	Eatontown Sewerage Auth. Lanning Engineering Co. Francis A. Goeke, P.E. (609) 588-0011
Sanitary Sewer Improvement Warrenville Road Middlesex, NJ EN-TECH Job #03-122	CIPP Lining, Cleaning, & TV Inspection	\$41,878	Mar-04	Borough of Middlesex Kupper Associates Dan Madden, P.E. (732) 752-5600
Contract No. 1900012 Reconst. Of Streets, Springfield Gardens Residential Area Queens, NY EN-TECH Job # 03-123	CIPP Lining, Cleaning, & TV Inspection	\$153,079	Mar-04	NYC EDC EIC Associates (GC) Charlie Vitale, P.E. (973) 297-5230
Contract No. X5488 Various Locations, City of Yonkers Westchester Co., NY EN-TECH Job # 03-56	CIPP Lining, Cleaning, & TV Inspection	\$190,187	Dec-03	City of Yonkers Engineering Dept. Bill Finn (914) 377-6210

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 03-1 Branch Brook, Phase 3 Sanitary Sewer Improvements Mt. Kisco, Westchester Co., NY EN-TECH Job # 03-66	CIPP Lining, Cleaning, & TV Inspection	\$300,778	Dec-03	Village of Mount Kisco Malcolm Pirnie, Inc. Paul Daniele (914) 641-2465
Contract No. 2003-03 Sewer Lining & Other Repairs Mt. Pleasant, Westchester Co., NY EN-TECH Job #03-57	CIPP Lining, Cleaning, & TV Inspection	\$382,911	Dec-03	Town of Mt. Pleasant C.A. Manganaro Engrs. Jerry Mitchell, P.E. (201) 342-4200
Sanitary Sewer Relining Various Locations Garden City, NY EN-TECH Job #03-49	CIPP Lining, Cleaning, & TV Inspection	\$239,879	Oct-03	Inc. Village of Garden City Stephen Moriarty (516) 465-4006
Contract No. 1900011 Reconst. Of Streets, Springfield Gardens Residential Area Queens, NY EN-TECH Job # 03-72	CIPP Lining, Cleaning, & TV Inspection	\$327,928	Oct-03	NYC EDC EIC Associates (GC) Charlie Vitale, P.E. (973) 297-5230
2003 Annual CIPP Lining Contract Various Locations Township of Montclair, NJ EN-TECH Job #03-47	CIPP Lining, Cleaning, & TV Inspection	\$792,000	Oct-03	Twp. of Montclair Engineering Dept. Ebbie Faraji (973) 509-5708
Rehabilitation of Mini-System #40 Sanitary Sewer Collection Syst. Princeton, NJ EN-TECH Job # 01-107	CIPP Lining, Cleaning, & TV Inspection	\$208,000	Oct-03	Borough of Princeton Robert Hough, P.E. (609) 497-7639
Gravity Sanitary Sewer Rehab. Multiple Locations Gloucester Township, NJ EN-TECH Job #03-09	CIPP Lining, Cleaning, & TV Inspection	\$1,031,120	Aug-03	Gloucester Twp. MUA Bach Associates Brian Johnson (856) 546-8611
Contract # 02-04 Citywide Sanitary Sewer Lining Clifton, NJ EN-TECH Job # 02-67	CIPP Lining, Cleaning, & TV Inspection	\$290,000	Aug-03	City of Clifton Richard Calby, P.E. (973) 470-5793
Sanitary Sewer Lining Christian Lane, Maybrook, NY Orange County EN-TECH Job #03-51	CIPP Lining, Cleaning, & TV Inspection	\$45,743	Jul-03	Village of Maybrook Eustance & Horowitz David Knapp, P.E. (845) 361-2717

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Greengate Sanitary Sewer Lining Phase 1 Pottstown, PA EN-TECH Job #03-44	CIPP Lining, Cleaning, & TV Inspection	\$62,383	Jul-03	Upper Pottsgrove Twp. LTL Consultants John Thiesen, P.E. (610) 987-9290
Contract No. 99-561 Inflow/Infiltration Rehabilitation Project - Phase 1 County of Westchester EN-TECH Job #00-33	CIPP Lining, Cleaning, & TV Inspection	\$2,733,152	Jun-03	Westchester County Savin Engineers Leah Radko, P.E. (914) 769-3200
Contract # 2002-1 Sanitary Sewer Rehabilitation Riverside, NJ EN-TECH Job # 02-73	CIPP Lining, Cleaning, & TV Inspection	\$478,085	May-03	Riverside Sewerage Auth. R.A. Alaimo Assoc. Engrs. Jack Nagle (609) 267-8310
Project # SC-LC-05 Emergency Sewer Rehabilitation Various Locations, Citywide, NYC EN-TECH Job # 01-111	CIPP Lining, Cleaning, & TV Inspection	\$1,042,000	Apr-03	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # BLT-146 Rehab. of Sanitary Sewer(CDBG) Heckel Street, Belleville, NJ EN-TECH Job # 02-93	CIPP Lining, Cleaning, & TV Inspection	\$315,051	Mar-03	Township of Belleville Maser Consulting Engrs. Tom Herits, P.E. (732) 583-5900
Contract #034107/2777ELB City of Philadelphia EN-TECH Job #02-97	CIPP Lining, Cleaning, & TV Inspection	\$480,586	Mar-03	Philadelphia Water Dept. Jeff Twardzik (215) 685-6387
Sanitary Sewer Rehabilitation Hunters Lane Easement Township of Holmdel, NJ EN-TECH Job # 02-69	CIPP Lining, Cleaning, & TV Inspection	\$59,250	Nov-02	Township of Holmdel T&M Associates John McKelvey, P.E. (732) 671-6400
Contract B-211 Sanitary Sewer Rehabilitation Princeton Farms Phase 3 Hopewell, NJ EN-TECH Job # 02-74	CIPP Lining, Cleaning, & TV Inspection	\$75,777	Nov-02	Township of Hopewell VanCleaf Engineering William Natale, P.E. (609) 259-3263
Contract # SPLK-00281 South Blvd., Spring Lake, NJ EN-TECH Job # 01-116	CIPP Lining, Cleaning, & TV Inspection	\$128,290	Oct-02	Borough of Spring Lake T&M Associates John McKelvey, P.E. (732) 671-6400

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Sewer Line Rehabilitation Leigh Street, Clinton, NJ EN-TECH Job # 02-51	CIPP Lining, Cleaning, & TV Inspection	\$44,760	Aug-02	Town of Clinton Van Cleef Engr. Assoc. David Staph (908) 359-8291
Sewer Rehab. - Adams, Roosevelt & Washington Ave. Borough of Victory Gardens, NJ EN-TECH Job # 02-45	CIPP Lining, Cleaning, & TV Inspection	\$89,106	Aug-02	Boro. of Victory Gardens Anderson & Denzler Assoc. Leon Hall, P.E. (973) 887-2270
Project # SEQ002495 Emergency Sewer Rehab. Queens, NY EN-TECH Job # 99-113	CIPP Lining, Cleaning, & TV Inspection	\$350,000	Jul-02	NYC DDC Tom Wynne, P.E. (718) 391-1952
Merchantville Trunk Line Plymouth Place, Maple Ave. EN-TECH Job # 02-28	CIPP Lining, Cleaning, & TV Inspection	\$45,398	May-02	Borough of Merchantville Remington & Vernick Engr. Ronald Valentine (856) 795-9595
Meadowlands Area Sewer Rehabilitation EN-TECH Job # 02-27	CIPP Lining, Cleaning, & TV Inspection	\$119,441	May-02	Township of Lyndhurst Neglia Engineering Eric Bodnar, P.E. (201) 939-8805
Project # BRU0020 Rutherford Sanitary Sewer Rehabilitation EN-TECH Job # 01-105	CIPP Lining, Cleaning, & TV Inspection	\$49,000	May-02	Borough of Rutherford Schoor DePalma, Inc. Justin Lizza, P.E. (973) 299-7970
Project NB-905 Dell Avenue Sewer Lining North Bergen, NJ EN-TECH Job # 00-71	CIPP Lining, Cleaning, & TV Inspection	\$60,082	Jan-02	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770
Princeton Farms, Phase II Hopewell Township, NJ EN-TECH Job #01-94	CIPP Lining, Cleaning, & TV Inspection	\$80,342	Dec-01	Township of Hopewell VanCleeve Engineering William Natale, P.E. (609) 259-3263
Broad Avenue Sewer Rehab. Project, Phase IV Borough of Palisades Park, NJ EN-TECH Job # 01-13	CIPP Lining, Cleaning, & TV Inspection	\$44,800	Jul-01	Boro. of Palisades Park Harry Tuvel, P.E. (201) 941-2696
Project # SEQ 002506 Emergency Rehabilitation Queens, NY EN-TECH Job # 00-31	CIPP Lining, Cleaning, & TV Inspection	\$1,677,852	Jun-01	NYC DDC Tom Wynne, P.E. (718) 391-1952

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project # JFK.972.020 JFK Bulk Fuel Farm Queens, NY EN-TECH Job # 99-19	CIPP Lining, Cleaning, & TV Inspection	\$1,147,741	Dec-00	Port Authority of NY&NJ Tam Nyguen (718) 244-3723
Project # SE-LC-02 Emergency Lining Various Locations, NYC EN-TECH Job # 99-17	CIPP Lining, Cleaning, & TV Inspection	\$2,879,238	Sep-00	NYC DEP M.A. Abraham , P.E. (718) 595-4200
Project # SE-666-03-05 Clifton Street Area Brooklyn, NY EN-TECH Job # 99-27	CIPP Lining, Cleaning, & TV Inspection	\$310,522	Jun-00	NYC DDC HHM Associates (GC) Harvey Blatt, P.E. (718) 786-7000
Project # HWK-666W McGuinness Boulevard Brooklyn, NY EN-TECH Job # 98-74	CIPP Lining, Cleaning, & TV Inspection	\$801,721	Jan-00	NYC DDC Tully Construction (GC) Tom Olesczuk, P.E. (718) 446-7000
Project # HWKP-134 12th Street Brooklyn, NY EN-TECH Job # 99-47	CIPP Lining, Cleaning, & TV Inspection	\$164,000	Oct-99	NYC DDC JLJ III Enterprises (GC) Ray Rudolph (718) 465-5600

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project No. SE-GUN-16 Emergency Rehab. of Sewers by Shotcrete Method, Citywide, NYC EN-TECH Job No. 14-045	Gunite, Cleaning, & TV Inspection	\$541,029.00	July 2016	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201
Project No. SEQ002694 Shotcreting Combined Sewers in 102nd Road, Queens, NY EN-TECH Job No. 14-041	Shotcrete, Cleaning, & TV Inspection	\$878,473.00	January 2016	NYC DDC Ben Ahouraie (917) 417-6801
Project No. SE-GUN-15 Emergency Rehab. of Sewers by Shotcrete Method, Citywide, NYC EN-TECH Job No. 13-059	Shotcrete, Cleaning, & TV Inspection	\$8,376,390.00	November 2015	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201
Contract No. 510606, Bid ITB-5822 Rehab. of San./Storm/Comb. Sewer Yonkers, Westchester Co., NY EN-TECH Job No. 14-002	Shotcrete Cleaning, & TV Inspection	\$893,369.00	September 2015	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Jackson Street & Newark Street Combined Sewer Rehabilitation Hoboken, Hudson Co., NJ EN-TECH Job No. 10-055	Gunite, Cleaning, & TV Inspection	\$3,090,821.00	November 2014	North Hudson Sewer Auth. Hatch Mott McDonald Kevin P. Wynn, P.E. (973) 912-2537
Project No. SE-GUN-14 Emergency Rehab. of Sewers by Shotcrete, Citywide, NYC EN-TECH Job No. 13-006	Gunite, Cleaning, & TV Inspection	\$6,375,423.00	November 2014	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201
Project No. SEK002370 Shotcreting of Combined Sewers Provost St., etc., Brooklyn, NY EN-TECH Job No. 13-043	Gunite, Cleaning, & TV Inspection	\$2,109,075.00	September 2014	NYC DDC Peter Knight (347) 203-3598
Bid No. 2307 Gunite Rehab. in Gunners Run Various Locations, Philadelphia, PA EN-TECH Job No. 10-071	Gunite, Cleaning, & TV Inspection	\$4,271,536.00	April 2014	Philadelphia Water Dept. Jeff Twardzik (215) 685-6288
Contract No. X8317, Bid 5595 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 11-008	Shotcrete Cleaning, & TV Inspection	\$774,840.00	January 2014	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Project No. SE-GUN-13 Emergency Rehab. of Sewers by Shotcrete, Citywide, NYC EN-TECH Job No. 11-075	Gunite, Cleaning, & TV Inspection	\$3,601,234.00	Dec. 2013	NYC DEP Dan Lefkowitz, P.E. (718) 595-4200

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GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project No. SE-GUN-12 Emergency Rehab. of Sewers by Shotcrete Method, Citywide EN-TECH Job No. 11-006	Gunite, Cleaning, & TV Inspection	\$5,512,850.00	Nov. 2012	NYC DEP Daniel Lefkowitz, P.E. (718) 595-4200
Rehab. of Stone Drainage Culvert Vinicity of 120 Walworth Avenue Scarsdale, Westchester Co., NY EN-TECH Job No. 12-032	Gunite, Cleaning, & TV Inspection	\$28,500.00	June 2012	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Grand Street Wood Sewers Combined Sewer Rehabilitation Hoboken, Hudson Co., NJ EN-TECH Job No. 10-054	Gunite, Cleaning, & TV Inspection	\$2,791,700.00	Jan. 2012	North Hudson Sewer Auth. Hatch Mott McDonald Kevin P. Wynn, P.E. (973) 379-3400
Project No. SE-GUN-11 Emergency Rehab. of Sewers by Shotcrete, Citywide EN-TECH Job No. 09-107	Gunite, Cleaning, & TV Inspection	\$5,820,070.00	September 2011	NYC DEP Daniel Lefkowitz, P.E. (718) 595-4200
Contract No. X7704, Bid No. 5445 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 09-24	Shotcrete Cleaning, & TV Inspection	\$654,920.00	Jan. 2011	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Project No. SE-GUN-10 Emergency Rehab. Of Sanitary and Storm Sewers, Citywide EN-TECH Job No. 08-103	Gunite, Cleaning, & TV Inspection	\$5,745,471.00	Jul-10	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. X7319 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job # 08-17	Shotcrete Cleaning, & TV Inspection	\$583,029.00	Nov-09	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Contract No. SE-GUN-09 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 07-104	Gunite, Cleaning, & TV Inspection	\$5,124,647.00	May-09	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. SE-GUN-08 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 06-109	Gunite, Cleaning, & TV Inspection	\$4,240,371.00	Apr-08	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. SE-GUN-07-R Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 06-03	Gunite, Cleaning, & TV Inspection	\$2,797,168.00	Apr-07	NYC DEP M.A. Abraham, P.E. (718) 595-4200

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:

GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. C-33293 Reconstr. of Joralemon Tunnel Brooklyn-Manhattan, NY EN-TECH Job # 06-05	Gunite, Cleaning, & TV Inspection	\$3,697,638.00	Jan-07	NYCMTA Tully Construction Co., Inc. Kevin Lynch (718) 446-7000, x226
Project # SE-GUN-06 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 04-80	Gunite, Cleaning, & TV Inspection	\$2,749,450.00	May-06	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract 2958ELB/S-40482-R Cobbs Creek Drainage R.O.W Fairmount Avenue Philadelphia, PA EN-TECH Job # 04-61	Gunite CIPP Lining, Cleaning, & TV Inspection	\$1,612,958.00	Oct-05	Philadelphia Water Dept. Al Horn, P.E. (215) 685-6350
5Project # SE-GUN-05 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 03-113	Gunite, Cleaning, & TV Inspection	\$2,625,522.00	Jun-05	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. X5902 McClean Avenue EN-TECH Job # 04-41	Gunite, Cleaning, & TV Inspection	\$228,400.00	Jul-04	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Project # SE-GUN-04 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 02-68	Gunite, Cleaning, & TV Inspection	\$1,821,105.00	May-04	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # SE-GUN-03 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 02-29	Gunite, Cleaning, & TV Inspection	\$1,762,000.00	Jul-03	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # SE-GUN-02 Emerg. Rehabilitation Various Locations, NYC EN-TECH Job # 01-112	Gunite, Cleaning, & TV Inspection	\$1,720,000.00	Jun-03	NYC DDC Thomas Wynne, P.E. (212) 442-1900
Rehab. Possum Pass-Gregory Road Culvert System Union County, NJ EN-TECH Job # 02-82	Gunite, Cleaning, & TV Inspection	\$523,485.00	May-03	Springfield Township Keller & Kirkpatrick, Inc. Robert Kirkpatrick
Westside Highway Phase V New York, NY EN-TECH Job # 97-133	Gunite Brick Sewer, Cleaning, & TV Inspect.	\$591,122.00	Aug-02	NYS DOT Yonkers Contracting(Prime Contr) Paul Connelly (914) 965-1500

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Westside Highway Phase IV New York, NY EN-TECH Job # 98-44	Gunite Brick Sewer, Cleaning, & TV Inspect.	\$1,555,830.00	Aug-02	NYS DOT Perini Corp.(Prime Contr.) Slavko (914) 345-8100
Westside Highway Phase III New York, NY Job # 98-18	Gunite Brick Sewer, Cleaning, & TV Inspect.	\$1,135,551.00	Aug-02	NYS DOT Felix Equities(Prime Contr.) Errol Stabiner (914) 248-8500
Project # SE-GUN-01 Emerg. Rehabilitation Various Locations, NYC Job # 00-83	Gunite, Cleaning, & TV Inspection	\$1,633,805.00	Jul-02	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # DTC-GG1-00-C- 3WK185 Governor's Island Job #00-63	Gunite	\$550,000.00	Jan-02	US Coast Guard John O'Boyle (718) 354-4017
Project # SE-495 A/B East River Outfalls, New York, NY Job # 00-01	Gunite, Cleaning, & TV Inspection	\$815,083.00	Jan-02	NYC DDC Avi Levy, P.E. (212) 442-1890
Project # BA-32 Repair of Concrete Structures Union County, NJ Job # 01-22	Gunite	\$146,297.00	Oct-01	Union Co. Division of Engr. Bruce Conner, P.E. (908) 789-3690
Project # SEK002314 Farragut Road Brooklyn, NY Job # 00-95	Gunite, Cleaning, & TV Inspection	\$552,882.00	Sep-01	NYC DDC Max Achille, P.E. (718) 780-8113 (718) 822-8012
Project # GE-335 Amsterdam Avenue Tunnel New York, NY Job # 01-10	Gunite, Cleaning, & TV Inspection	\$484,593.00	Jun-01	NYC DEP John P. Picone (Prime Contr.) M.A. Abraham, P.E. (718) 595-4200
Project # 99-4195, BN 2330 Various Locations Philadelphia, PA Job # 99-20	Gunite, Cleaning, & TV Inspection	\$3,568,000.00	Feb-01	Philadelphia Water Lenart Rustam (215) 685-6352
Project # SEC20004-C Kissena Corridor Outfall Queens, NY Job # 99-79	Gunite, Cleaning, & TV Inspection	\$449,350.00	Jul-00	NYC DEP K.J. Delaney Contr. (Prime) M.A. Abraham, P.E. (718) 595-4200

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project # 98-4294, BN 2173 Cobbs Creek Philadelphia, PA Job # 98-27	Gunite, Cleaning, & TV Inspection	\$3,559,589.00	Mar-00	City of Philadelphia Water Lenart Rustam (215) 685-6352
Project # SEK 00286 Farragut Road Brooklyn, NY Job # 99-32	Gunite, Cleaning, & TV Inspection	\$246,662.00	Dec-99	NYC DDC Phil Eumassor (718) 780-8026
Emergency Warren Street Newark, NJ Job # 99-75	Gunite, Cleaning, & TV Inspection	\$280,650.00	Nov-99	City of Newark Water Department John George, P.E. (973) 256-4965
Chestnut Street Philadelphia, PA Job # 99-58	Gunite, Cleaning, & TV Inspection	\$204,147.00	Oct-99	City of Philadelphia Water Lenart Rustam (215) 685-6352
Project # SE 494B South of 14th Street Manhattan, NY Job # 6-1	Gunite, Cleaning, & TV Inspection	\$2,049,725.00	Jul-99	NYC DDC Chris Oneychi, P.E. (212) 442-1892

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91 Ruckman Road
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B. PROJECT REFERENCES -- CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER:

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner References & Telephone Number	Architect/Engineer Reference & Tel. # If Different From Owner
Project No. SEX002257 Gunite Sewer & Trench Restorations Seymour Ave., etc., Bronx, NY EN-TECH Job No. 14-044	Shotcrete, Cleaning, & TV Inspection	\$6,383,192.25	CAC Industries Approximately \$1.8 Million	\$239,902.00	June 2017	NYC DDC Lambert Monah, P.E. (718) 391-2469	N/A
Contract No. DEME-48-2016 Sanitary Sewer Improvements Orangeburg, Rockland Co., NY EN-TECH Job No. 16-037	CIPP Lining, Cleaning, & TV Inspection	\$1,618,625.00	\$0.00	\$736,465.00	June 2017	Village of Orangetown DPW Joseph Mendicino, P.E. (845) 359-6502, 4208	N/A
Contract No. VM# 1196 Cured-in-Place Sewer Lining (CIPP) Scarsdale, Westchester Co., NY EN-TECH Job No. 16-024	CIPP Lining, Cleaning, & TV Inspection	\$332,000.00	\$0.00	\$252,407.00	June 2017	Village of Scarsdale Engineering Department Greg Caccioppoli (914) 722-1105	N/A
Project No. PS-312KR Rehabilitation of Interceptor Sewers Brooklyn and Staten Island, NY EN-TECH Job No. 15-004	CCCP and Polymer Lining, Cleaning & TV Inspection	\$18,926,507.60	Roadway Maint. Construction \$85,000.00	\$16,058,883.00	June 2017	NYC DDC Adam Alweiss, P.E. (718) 391-1357	N/A
Project No. SELCACC16 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 16-033	CIPP Lining, Cleaning, & TV Inspection	\$1,964,803.00	\$0.00	\$1,433,664.00	July 2017	NYC DDC Patrick Larkin, P.E. (718) 391-1958	N/A
Project No. SE-GUN-17 Emergency Rehab. of Sewers by Shotcrete Method, Citywide, NYC EN-TECH Job No. 16-034	Gunite, Cleaning, & TV Inspection	\$8,757,975.00	\$0.00	\$4,571,787.00	July 2017	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201	N/A

EN-TECH CORP.

91 Ruckman Road
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(201) 784-1034

B. PROJECT REFERENCES -- CONTRACTS CURRENTLY UNDER CONSTRUCTION BY THE BIDDER:

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner References & Telephone Number	Architect/Engineer Reference & Tel. # If Different From Owner
Contract No. 2015-13 2015 Sanitary Sewer Lining & MH Rehabilitation, Port Chester, NY EN-TECH Job No. 16-005	CIPP Lining, Cleaning, & TV Inspection	\$939,625.00	Fred A. Cook Jr, Inc. \$3,423.95	\$349,265.00	August 2017	Village of Port Chester (914) 939-5202	Dolph Rotfeld Engineering Dan Peluso (914) 631-8600
Project No. SELCDDC-08 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 14-046	CIPP Lining, Cleaning, & TV Inspection	\$2,775,329.00	\$0.00	\$1,694,151.00	August 2016 Time Extended to 8/01/17 for Addit'l. Work As Needed	NYC DDC Robert Yueh, P.E. (718) 391-1937	N/A
10-Year Contract Combined Sewer Rehabilitation and Reconstruction EN-TECH Job No. 07-90	Gunite, Cleaning, & TV Inspection	Orig.Contr.Amt. \$137,560.00 ----- Current Amount \$1,100,000.00	\$0.00	\$164,231.00 Addit'l. Funds Added As Work Load Requires	November 2017	N. Hudson Sewer Auth. Fred Pocci, P.E. (201) 963-6043	OMI, Inc. Phil Reeve (201) 795-1411
Contract No. 524848, Bid No. 5986 Rehab. of San./Storm/Comb. Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 16-015	CIPP Lining, Cleaning, & TV Inspection	Orig.Contr.Amt. \$1,036,175.00 Current Amount \$1,421,614.00	\$0.00	\$18,534.00 Addit'l. Funds Added As Work Load Requires	February 2018	City of Yonkers Engineering Department Bill Finn (914) 377-6210	N/A
Project No. SE-LC-19 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 16-021	CIPP Lining, Cleaning, & TV Inspection	\$6,100,319.10	\$0.00	\$422,588.00	April 2018	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201	N/A
Contract No. 524847, Bid No. 5985 Rehab. of San./Storm/Comb. Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 16-014	Shotcrete Cleaning, & TV Inspection	\$795,550.00	\$0.00	\$224,405.00	May 2018	City of Yonkers Engineering Department Bill Finn (914) 377-6210	N/A

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2017 - 5/9/2018

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Gunite						
1	1999	ZIM2	ZIM 2	ZM72-712-1647-06	\$ 76,000	
2			(3) 750CFM Boss Compressors Mounted on @ \$40,000. Each		\$ 120,000	
3			(2) Forklift Hyster @ \$15,000. Each		\$ 30,000	
4	1998	HM-1	HydraMac Skid Steer Loader w/ atts. Model 2650		\$ 30,000	
5	1973		Case W-14 Front End Pay Loader	9112107	\$ 15,000	
6	2006		Zim Mixer Model ZM-712-SP w/ Pump & atts	No ID#	\$ 76,042	
7	2011	ZIM4	Zim Mixer Model ZM-712-SP (12 Cu. Yards) w/Pump & atts	No ID#	\$ 87,927	
8	2005		Genie GTH-5519 Telehandler w/ 60" bucket	TX5519-13035 & 117686-S	\$ 28,000	
9		ZIM5	Zimmer Model ZM-409-SP w/9 CYD & AHS		\$ 108,653	
10		ZIM6	Zimmer Model ZM-409-SP w/9 CYD & AHS		\$ 114,655	
11			1000 Cu. Ft. Silo 35 Ton Capacity		\$ 59,950	
	2016		ERICH Mixing Machibe Model RV-11 & Components	RV-11-807399	\$ 543,891	
12				Total	\$ 1,290,118	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2017 - 5/9/2018

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Lining						
13			(3) Boilers Truck Mounted on Mack Trucks @ \$50,000. Each		\$ 150,000	
14			(3) Refrigerator Boxes with Loading Devices @ \$40,000. Each		\$ 120,000	
15			(1) Trailer (Reefer)		\$ 55,000	
16	1987	TR-1	(1) Walker Resin Tanker Trailer		\$ 45,000	
17	1987	TR-4	(1) Aztec Trailer		\$ 50,000	
18			(1) Static Mixer (Resin)		\$ 40,000	
19			(4) Box Truck Mounted @ \$14,000. Each		\$ 56,000	
20	2008		Portable Wet Out Conveyor w/atts. 120"	No ID#	\$ 76,500	
21	2009		Boiler Truck mounted on a Kenworth	No ID#	\$ 50,000	
22	2009		Boiler Truck mounted on a Stirling	No ID#	\$ 50,000	
23	2009		Boiler Truck mounted on a Hino	No ID#	\$ 50,000	
24	2010		Rush Heater with Work Platform on 2008 Sterling #36122	No ID#	\$ 111,200	
25	Used		Case Model 445 Skid Steer Loader w/ Att.	N5M401308	\$ 26,215	
26			Jet Heater 700KNTU w/ Trailer	1JT9BU1Z288E35753	\$ 27,300	
27	2010		Godwin Fusion Machine & Trailer		\$ 80,071	
28			Dominator 4-30 6-24" Configuration Cutter	CD12211300150REVEENTE	\$ 20,200	
29			Dominator 4-30 6-24" Configuration Cutter	CD821200122REVEENTE	\$ 19,900	
30			Dominator 4-30 6-24" Configuration Cutter	CD821200123REVEENTE	\$ 19,900	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2017 - 5/9/2018

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
31		RF-1	Diesel Driven Power Pack w/atts for RF-1	#D2011L021	\$ 25,995	
32	2016	TV-14	ARIES - Cutter Robot & Components Model CT 4000SK		\$ 84,805	
33	2016		ARIES - UV - UltraViolet Curing System w. Camera Attachments with	CFG-VEH-00002496	\$ 691,429	
34	2016		Wolverine Retrofit	CFG-WOLV-00000110	\$ 160,437	
				Total	\$ 2,009,952	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2017 - 5/9/2018

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Sewer Cleaning						
36			Reefer Flusher (Refrigerator & Flusher)		\$ 75,000	
37			(2) Stetco Hydraulic Cranes T950 @ \$20,000. Each		\$ 40,000	
38		VAC 17	Vac Con Vactor Model VPD4216LHADN/1300	10126324	\$ 325,373	
39	2014	VAC 18	Vac Con Vactor Model VPD4216LHADN/1300	1FVHG3DV9EHFX9429	\$ 317,324	
40		OP-8	Stedco Catch Basin Cleaner SC 970T2/15 4032	9084	\$ 35,000	
41		OP-6	Stedco Catch Basin Cleaner SC 970T2/15 4033	9085	\$ 35,000	
42		VAC 19	Vactor 2112-1024	14-09V-14903	\$ 334,968	
43	2015		Vactor 2115 PLUS 1024 RAS-J-18 Plus Pump	14-08V-14842	\$ 337,800	
			Total		\$ 1,500,465	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2017 - 5/9/2018

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
TV Equipment						
44			(3) Aires TV Truck Equipment with Camera \$70,000. Each		\$ 210,000	
45		TV-12	ARIES Mainline Inspection System		\$ 89,297	
46		TV-14	ARIES Mainline TV/Cutter Inspection System	CFG-VEH-00001687	\$ 331,085	
47		TV-15	ARIES Mainline TV/Inspection System	CFG-VEH-00002136	\$ 84,013	
				Total	\$ 714,395	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2017 - 5/9/2018

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Pumps						
48			(2) Godwin 6" Dry Prime Pumps @ \$20,000. Each		\$ 40,000	
49	2007	TR-9	Godwin CD150M 6" Pumpset w/engine & Trailer	662275 / 050282	\$ 40,590	
50	2007	TR-11	Godwin 8" Pumpset w/ engine & Trailer	747634 & 50212	\$ 53,500	
51	2007	TR-10	Godwin 8" Pump Set w/ Engine & Trailer	0749381-6 / 049548	\$ 53,600	
52	2011	TR-12	Godwin 6" Pumpset w/ Engine & Trailer	1062116-7/D048437	\$ 49,500	
53	2011		Powercreter 20 Concrete Pump w/ Trailer and attachments	8620	\$ 59,643	
54			Godwin Dri-Prime DPC300 Critically Silenced Diesel Pump w/Engine Adapters-Floats	13616005-1/ PE6068L237269	\$ 106,500	
55			Godwin Dri-Prime DPC300 Critically Silenced Diesel Pump w/Engine Adapters-Floats	13616005-2/ PE6068L209661	\$ 106,500	
56			Godwin GL14 Drop In Pump Trailer DPC300/6068-T3	16MPF1422DD067589	\$ 9,170	
57			Godwin GL14 Drop In Pump Trailer DPC300/6068-T3	16MPF1420DD067588	\$ 9,170	
58			Greyco 55 Gallon Pumping System		\$ 37,005	
			Total		\$ 565,178	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2017 - 5/9/2018

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Miscellaneous Items						
59			Employee Tools Fred Miller		\$ 50,000	
60			Miscellaneous Equipment & Tools – Max. Limit Any 1 item: \$10,000.		\$ 300,000	
61			Jobsite Trailer & Contents		\$ 10,000	
62			500 Gallon Fuel Cube w/attachments	P400608	\$ 50,136	
63	2005		Hyster Model S100XM-Forklift	SX100XMF004V02704B	\$ 20,000	
64			Case 20-B Wheel Loader		\$ 15,000	
				Total	\$ 445,136	
				Grand Total	\$ 6,525,244	

RESOLUTION NO.: 180 - 2017

OF

JULY 10, 2017

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH EN-TECH CORP.
FOR SANITARY SEWER RECONSTRUCTION OF THE SOUTH INTERCEPTOR
AND CSO NO. 2 OVERFLOW PIPE IN CONNECTION WITH THE
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT NO. 2 IN THE AMOUNT OF \$1,703,000.00**

WHEREAS, the City of Newburgh has duly advertised for bids for sanitary sewer reconstruction of the South Interceptor and CSO No. 2 Overflow Pipe in connection with the West Trunkline Sewer Corridor Improvements Project- Contract No. 2; and

WHEREAS, bids have been duly received and opened and EN-TECH Corporation is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for sanitary sewer reconstruction in connection with the West Trunkline Sewer Corridor Improvements Project—Contract No. 2 be and it hereby is awarded to EN-TECH Corporation, for the amount of \$1,703,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 181 - 2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING AN AMENDMENT TO THE
LOCAL WATERFRONT REVITALIZATION PROGRAM

WHEREAS, in 1992, the City Council adopted the City's Waterfront Consistency Review Law as Chapter 296 of the City's Code of Ordinances to implement the Local Waterfront Revitalization Program ("LWRP"), which was approved by the State of New York under Article 42 of the New York Executive Law and which contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources; and

WHEREAS, in 2001, the City Council adopted an update to the 1992 LWRP to incorporate redevelopment initiatives and reflect the then-current land uses, economic, natural, infrastructure, and community service policies as they related to the community's local waterfront revitalization area; and

WHEREAS, in 2007, the City of Newburgh began undertaking amendments to the 2001 City's LWRP, including the preparation of a Harbor Management Plan, which was not completed; and

WHEREAS, the City of Newburgh has undertaken a targeted update to the 2007 draft LWRP to update the existing conditions within the LWRP area to reflect changes experienced in the area since 2007, with the objectives of preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area; addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront; identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation; the preparation of a Harbor Management Plan; and

WHEREAS, the City proposes to undertake the local adoption of the LWRP amendment in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, by Resolution No. 19-2017 of January 23, 2017, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, proposed to accept as complete a Full Environmental Assessment Form ("EAF") Part 1 and notified involved and interested agencies; and

WHEREAS, by Resolution No. 65-2017 of March 13, 2017, the City Council of the City of Newburgh declared itself Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; adopted Parts 2 and 3 of a Full Environmental Assessment Form; issued a Negative Declaration pursuant to the SEQRA; and submitted the LWRP to the New York State Department of State for 60-day review;

WHEREAS, the City Council of the City of Newburgh wishes to proceed with the local adoption the LWRP Amendment locally; the same being 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 Council of the City of Newburgh hereby adopts the Amendment to the Local Waterfront Revitalization Program as provided under Article 42 of the New York State Executive Law.

RESOLUTION NO.: 19 - 2017

OF

JANUARY 23, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE
ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE AMENDMENT OF
THE LOCAL WATERFRONT REVITALIZATION PROGRAM, DECLARING THE
PROJECT TO BE A TYPE I ACTION, CONSIDERING A FULL ENVIRONMENTAL
ASSESSMENT FORM AND REFERRING SAME TO INVOLVED AND INTERESTED
AGENCIES

WHEREAS, in 1992, the City Council adopted the City's Waterfront Consistency Review Law as Chapter 296 of the City's Code of Ordinances to implement the Local Waterfront Revitalization Program ("LWRP"), which was approved by the State of New York under Article 42 of the New York Executive Law and which contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources; and

WHEREAS, in 2001, the City Council adopted an update to the 1992 LWRP to incorporate redevelopment initiatives and reflect the then-current land uses, economic, natural, infrastructure, and community service policies as they related to the community's local waterfront revitalization area; and

WHEREAS, in 2007, the City of Newburgh began undertaking amendments to the 2001 City's LWRP, including the preparation of a Harbor Management Plan, which was not completed; and

WHEREAS, the City of Newburgh proposes to undertake a targeted update to the 2007 draft LWRP through an amendment to the existing LWRP which will update the existing conditions within the LWRP area to reflect changes experienced in the area since 2001, with the objectives of preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area; addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront; identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation; the preparation of a Harbor Management Plan; and

WHEREAS, the City proposes to undertake the adoption of the LWRP amendment in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

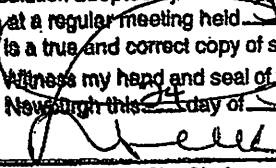
WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes accept as complete a Full Environmental Assessment Form ("EAF") Part 1 and to notify involved and interested agencies;

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

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. Classifies the action as a Type I Action; and
3. Proposes to accept as complete the Full Environmental Assessment Form ("FEAF") attached hereto; and
4. Provides notification to involved and interested agencies.

I, Lorene Vitak, 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 Jan 23 2017 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 24 day of Jan 2017


City Clerk

RESOLUTION NO.: 65 - 2017

OF

MARCH 13, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR THE AMENDMENT
OF THE LOCAL WATERFRONT REVITALIZATION PROGRAM,
ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM,
ISSUING A NEGATIVE DECLARATION AND SUBMISSION TO
THE NEW YORK STATE DEPARTMENT OF STATE**

WHEREAS, in 1992, the City Council adopted the City's Waterfront Consistency Review Law as Chapter 296 of the City's Code of Ordinances to implement the Local Waterfront Revitalization Program ("LWRP"), which was approved by the State of New York under Article 42 of the New York Executive Law and which contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources; and

WHEREAS, in 2001, the City Council adopted an update to the 1992 LWRP to incorporate redevelopment initiatives and reflect the then-current land uses, economic, natural, infrastructure, and community service policies as they related to the community's local waterfront revitalization area; and

WHEREAS, in 2007, the City of Newburgh began undertaking amendments to the 2001 City's LWRP, including the preparation of a Harbor Management Plan, which was not completed; and

WHEREAS, the City of Newburgh has undertaken a targeted update to the 2007 draft LWRP to update the existing conditions within the LWRP area to reflect changes experienced in the area since 2007, with the objectives of preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area; addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront; identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation; the preparation of a Harbor Management Plan; and

WHEREAS, the City proposes to undertake the adoption of the LWRP amendment in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, by Resolution No. 19-2017 of January 23, 2017, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, proposed to accept as complete a Full Environmental Assessment Form ("EAF") Part 1 and to notify involved and interested agencies; and

WHEREAS, the City Council of the City of Newburgh wishes to assume Lead Agency status, approve and adopt a Full Environmental Assessment Form, including Parts 1, 2 and 3 ("EAF"); and

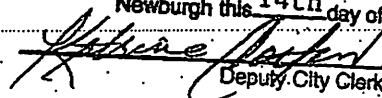
WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of the proposed amendment to the Local Waterfront Revitalization Program and has determined that there will be no negative environmental impacts regarding same;

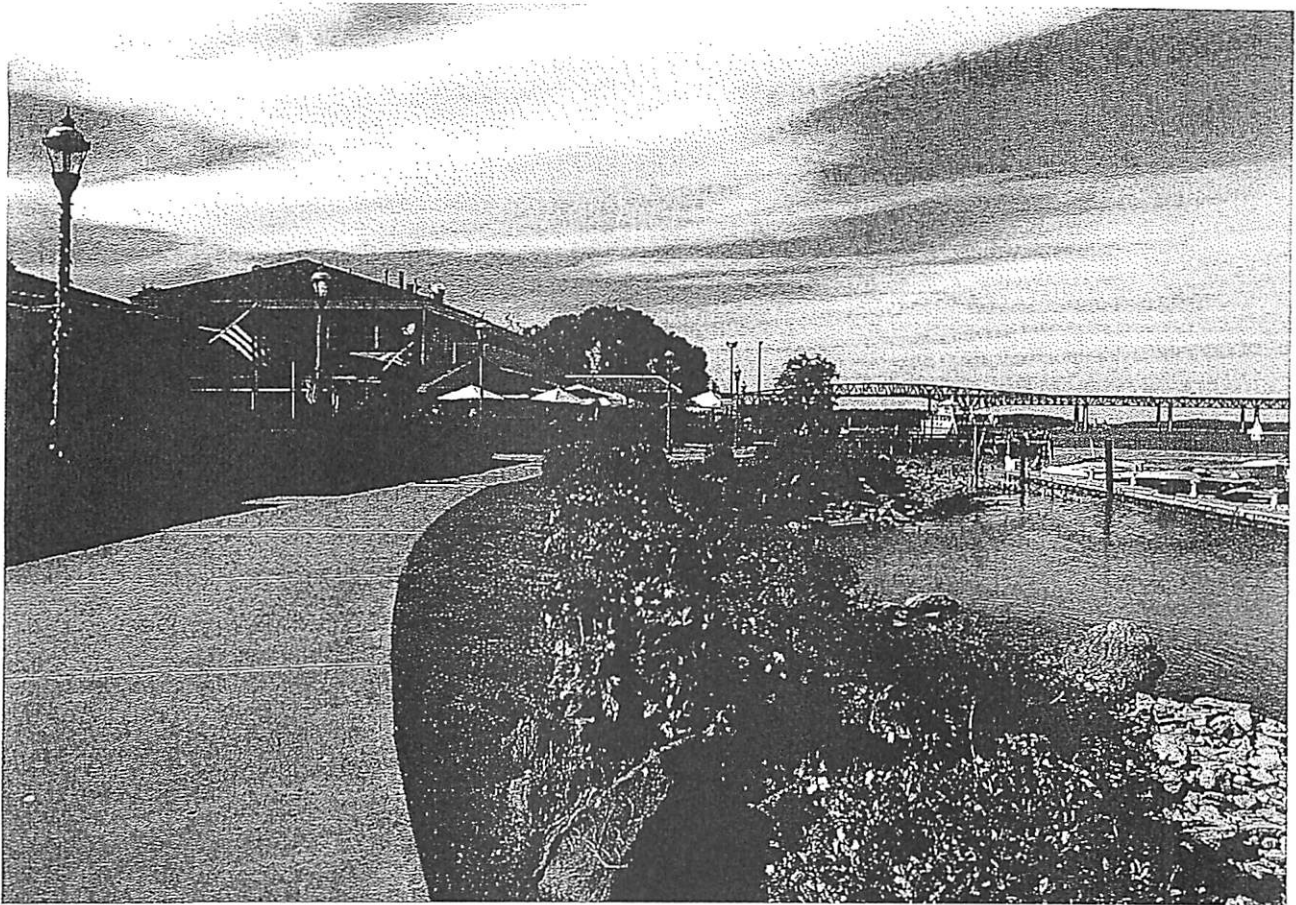
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares itself Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6;
2. Adopts a Full Environmental Assessment Form, which is attached hereto;
3. Issues a Negative Declaration pursuant to the SEQRA; and
4. Submits the LWRP to the New York State Department of State for 60-day review.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 3/13/17 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14th day of March 20 17.


Deputy City Clerk



CITY OF NEWBURGH LOCAL WATERFRONT REVITALIZATION PROGRAM UPDATE

Environmental Assessment Form - Parts 2 and 3

February 24, 2017

NEWBURGH LOCAL WATERFRONT REVITALIZATION PROGRAM UPDATE

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

FULL EAF – PARTS 2 AND 3 AND SUPPLEMENT TO PART 3

Lead Agency:

**City of Newburgh City Council
83 Broadway
Newburgh, NY 12550**

Contact: Deirdre Glenn, Business Development Director

dglenn@cityofnewburgh-ny.gov

(845) 569-7383

Prepared by:

BFJ Planning

115 Fifth Avenue

New York, NY 10003

Contact: Sarah Yackel, AICP, Principal

(212) 353-7375

February 24, 2017

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

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

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

Tips for completing Part 2:

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

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

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

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

1. Other impacts: <u>The proposed LWRP policies and projects are anticipated to have a beneficial impact on the quality of the City's waterbodies. See attached narrative.</u>	☒	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	☒ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

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

g. Other impacts: Portions of the LWRP area are in FEMA 100-year or 500-year floodplains. See attached narrative.	☒	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) If "Yes", answer questions a - f. If "No", move on to Section 7.			
	☒ NO	☐ YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

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

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☒	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☒	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☒	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☒	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☒	☐
j. Other impacts: The proposed LWRP policies and projects are anticipated to have a beneficial impact on plants and animals in the LWRP area. See attached narrative. _____		☒	☐

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

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

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

d. Other impacts: <u>The East End Historic District and several individual buildings in the LWRP area are listed on the National Register of Historic Places. See attached narrative.</u>		☒	☐
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☒	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☒	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☒	☐

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

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

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☒ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☒	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☒	☐
c. The proposed action will degrade existing transit access.	D2j	☒	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☒	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☒	☐
f. Other impacts: <u>The LWRP include policies and projects to increase and enhance pedestrian access to and connections throughout the LWRP Area. See attached narrative.</u>		☒	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☒ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

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

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☒ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

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

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

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

☒ NO

☐ YES

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

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

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

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

PRINT FULL FORM

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

See attached EAF Part 3 narrative.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Draft Local Waterfront Revitalization Program Update, dated January 2017

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

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

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

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

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

Name of Action: City of Newburgh Local Waterfront Revitalization Program

Name of Lead Agency: City of Newburgh City Council

Name of Responsible Officer in Lead Agency: Judy Kennedy

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency: Judith L. Kennedy

Date: 3-17-17

Signature of Preparer (if different from Responsible Officer) Sarah K. Jackel

Date: 2/3/2017

For Further Information:

Contact Person: Deldre Glenn, Business Development Director

Address: 83 Broadway, Newburgh, NY 12550

Telephone Number: (845) 569-7383

E-mail: dglenn@cityofnewburgh-ny.gov

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

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

Other involved agencies (if any)

Applicant (if any)

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

SUPPLEMENT TO PART 3

Introduction

The action considered in the Environmental Assessment Form (EAF) Parts 1, 2 and 3 and contemplated in this supplement to EAF Part 3 is the adoption of the City of Newburgh Local Waterfront Revitalization Program (LWRP) Update ("Proposed Action"). Adoption of the LWRP and the local waterfront consistency review law will not result in any direct construction or development.

The Newburgh City Council reviewed all the questions in Part 2 of the Full Environmental Assessment Form with respect to the proposed action. Questions 1-2, 4, 6, 8, 12 and 14-17 showed no impact. Questions 3, 5, 7, 9-11, 13 and 18 showed no or small impacts (including potentially beneficial impacts). To supplement those questions in the EAF Part 2 which elicited a "yes" response, this Part 3 Supplement provides additional information below. In each case, the potential impact from the adoption of the proposed action is considered small to moderate, and in many cases the impacts are expected to be beneficial to the City's waterfront environment.

General Impacts of LWRP Update

The focus of the LWRP Update is primarily on preserving open space and increasing public access to the waterfront, linking the waterfront to the upland portions of Downtown Newburgh, revitalizing vacant and underutilized sites, and inclusion of a Harbor Management Plan. The proposed changes to the LWRP policies are not anticipated to affect the City's protection of natural and man-made resources such as fish and wildlife habitats; air and water quality; historic and scenic resources; and sensitive areas such as steep slopes, wetlands and floodplains. Thus, these changes are not expected to have an impact on the environment.

There are no changes proposed to zoning in the LWRP Update; therefore, no major changes to land uses are anticipated to occur as a result of its implementation. In 2015, the City of Newburgh undertook a comprehensive update to its Zoning Code and amendments necessary to implement the City's vision for the waterfront were undertaken at that time. In addition, the LWRP is generally consistent with and supportive of the key concepts and recommendations in the 2008 *Plan-It Newburgh Sustainable Master Plan*.

In addition, once the LWRP is adopted, any Type 1 or Unlisted action under SEQRA is required to be reviewed by the lead agency for consistency with the coastal policies and the projects contained within the LWRP. In order to ensure local consistency with the LWRP, the lead agency's determination of consistency may be made with the benefit of an advisory recommendation of consistency from an advisory committee. Pursuant to Chapter 159 – Conservation of the City Code, the City has authorized the Conservation Advisory Council to serve in this capacity.

The LWRP includes a list of four (4) projects within LWRP Sub-Area A – Southern/Quassaick Creek Area (see EAF Part 1, Figure 3) which encompasses Quassaick Creek, Muchattoes Lake and lands approximate thereto. These projects are aimed at restoring Quassaick Creek and enhancing connections thereto. Other projects in this area focus on complete streets treatments for Lake Street, and the redevelopment of the underutilized and deteriorating Lake Street Plaza and the provision of access easements to the adjacent Muchattoes Lake. Implementation of these recommended projects can be anticipated to result in beneficial environmental impacts.

The LWRP includes four (4) projects within LWRP Sub-Area B – Inland Area (see EAF Part 1, Figure 4), which encompasses the inland portion of the LWRP Area. These projects are largely aimed at providing connections between the Broadway Corridor and the waterfront, restoration of the historic Victory Tower at Washington's Headquarters, streetscape improvements along Liberty Street, and renovation of the Foundry building. These enhancements can be expected to result in no potentially significant adverse environmental impacts, and may generate beneficial impacts through opportunities to increase public connections to the waterfront, renovation of historic buildings and structures and improvements to pedestrian and vehicular connections and safety.

The LWRP includes 19 projects within Sub-Area C – Waterfront Area (see EAF Part 1, Figure 5), which encompasses the Hudson River waterfront portion of the LWRP Area. Many of these projects are aimed at increasing the quantity and quality of waterfront open space and increasing public access to waterfront open space. Other projects address maintaining aging waterfront infrastructure (i.e. breakwaters, bulkheading, etc.), improving water quality, enhancing ferry connections, incorporating harbor management elements, and ensuring that potential development sites include public waterfront access and other environmental protections. Implementation of these recommended projects can be expected to result in no potentially significant adverse environmental impacts, and may generate beneficial impacts through the creation of new waterfront recreation and open space uses, water quality improvements, and an increased tax base at the vacant and underutilized Gull Harbour site.

Any specific actions to undertake these projects would be subject to an environmental review under SEQR.

Criteria for Determining Significance

The City Council reviewed the criteria for determining significance as set forth in Section 617.7 of the SEQRA regulations as follows:

(1) To determine whether a proposed Type I or Unlisted action may have a significant adverse impact on the environment, the impacts that may be reasonably expected to result from the proposed action must be compared against the criteria in this subdivision. The following list is illustrative, not exhaustive. These criteria are considered indicators of significant adverse impacts on the environment:

- (i) *a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;*

The Proposed Action is the adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (ii) *the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;*

The proposed LWRP Update is intended to promote protection of vegetation, wildlife, habitat areas and other natural resources. No adverse impacts to these resources are anticipated from adoption of the LWRP and local waterfront consistency review law.

- (iii) *the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617. 14(g) of this Part;*

The Proposed Action is not located within a Critical Environmental Area (CEA); therefore this criterion is not applicable.

- (iv) *the creation of a material conflict with a community's current plans or goals as officially approved or adopted;*

The proposed LWRP Update is supportive of and consistent with the City's Master Plan and 2015 Zoning Code Update. The LWRP does not conflict with any of the recommendations of the Master Plan and relies upon the 2015 Zoning Code Update for implementation.

- (v) *the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;*

The proposed LWRP Update is intended to promote protection of important historical, archeological, architectural or aesthetic resources and existing community and neighborhood character. No adverse impacts to these resources are anticipated from adoption of the LWRP.

- (vi) *a major change in the use of either the quantity or type of energy;*

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (vii) *the creation of a hazard to human health;*

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (viii) *a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;*

The proposed LWRP Update proposes improvements to and provision of additional open space and recreational resources, as well as targeted redevelopment of vacant and underutilized sites consistent with existing zoning; these improvements are not anticipated to result in a substantial change in the intensity of use of land within the City.

- (ix) *the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;*

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (x) *the creation of a material demand for other actions that would result in one of the above consequences;*

- (xi) The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (xii) *changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or*

The City Council has considered the various potential elements of the environment identified in Section 6I7.7(c). The City Council does not envision any combined impacts resulting in a substantial adverse impact on the environment.

- (xii) *two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.*

The City Council is not aware of any other action, when undertaken with this one, which would result in a cumulative negative impact on the environment.

(2) *For the purpose of determining whether an action may cause one of the consequences listed in paragraph (1) of this subdivision, the lead agency must consider reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions which are:*

- (i) included in any long-range plan of which the action under consideration is a part;*
- (ii) likely to be undertaken as a result thereof; or*
- (iii) dependent thereon.*

The City Council is not aware of any other future plans that when combined with this impact would have a negative impact on the environment.

Summary

The City Council finds that the Proposed Action to update the 2001 LWRP will not have a significant adverse environmental impact.

RESOLUTION NO.: 65 - 2017

OF

MARCH 13, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITSELF LEAD AGENCY UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR THE AMENDMENT
OF THE LOCAL WATERFRONT REVITALIZATION PROGRAM,
ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM,
ISSUING A NEGATIVE DECLARATION AND SUBMISSION TO
THE NEW YORK STATE DEPARTMENT OF STATE**

WHEREAS, in 1992, the City Council adopted the City's Waterfront Consistency Review Law as Chapter 296 of the City's Code of Ordinances to implement the Local Waterfront Revitalization Program ("LWRP"), which was approved by the State of New York under Article 42 of the New York Executive Law and which contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources; and

WHEREAS, in 2001, the City Council adopted an update to the 1992 LWRP to incorporate redevelopment initiatives and reflect the then-current land uses, economic, natural, infrastructure, and community service policies as they related to the community's local waterfront revitalization area; and

WHEREAS, in 2007, the City of Newburgh began undertaking amendments to the 2001 City's LWRP, including the preparation of a Harbor Management Plan, which was not completed; and

WHEREAS, the City of Newburgh has undertaken a targeted update to the 2007 draft LWRP to update the existing conditions within the LWRP area to reflect changes experienced in the area since 2007, with the objectives of preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area; addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront; identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation; the preparation of a Harbor Management Plan; and

WHEREAS, the City proposes to undertake the adoption of the LWRP amendment in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, by Resolution No. 19-2017 of January 23, 2017, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, proposed to accept as complete a Full Environmental Assessment Form ("EAF") Part 1 and to notify involved and interested agencies; and

WHEREAS, the City Council of the City of Newburgh wishes to assume Lead Agency status, approve and adopt a Full Environmental Assessment Form, including Parts 1, 2 and 3 ("EAF"); and

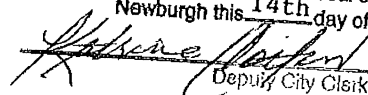
WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of the proposed amendment to the Local Waterfront Revitalization Program and has determined that there will be no negative environmental impacts regarding same;

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

1. That the City Council of the City of Newburgh hereby declares itself Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6;
2. Adopts a Full Environmental Assessment Form, which is attached hereto;
3. Issues a Negative Declaration pursuant to the SEQRA; and
4. Submits the LWRP to the New York State Department of State for 60-day review.

I, Keatina 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 3/13/17 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14th day of March 20 17


Deputy City Clerk



CITY OF NEWBURGH LOCAL WATERFRONT REVITALIZATION PROGRAM UPDATE

Environmental Assessment Form - Parts 2 and 3

February 24, 2017

NEWBURGH LOCAL WATERFRONT REVITALIZATION PROGRAM UPDATE

CITY OF NEWBURGH, NEW YORK
ORANGE COUNTY

FULL EAF – PARTS 2 AND 3 AND SUPPLEMENT TO PART 3

Lead Agency:

City of Newburgh City Council
83 Broadway
Newburgh, NY 12550

Contact: Deirdre Glenn, Business Development Director

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BFJ Planning

115 Fifth Avenue

New York, NY 10003

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February 24, 2017

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

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☐ NO☒ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☒	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☒	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☒	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☒	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☒	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☒	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☒	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☒	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☒	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☒	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☒	☐

1. Other impacts: <u>The proposed LWRP policies and projects are anticipated to have a beneficial impact on the quality of the City's waterbodies. See attached narrative.</u>	☒	☐
--	-------------------------------------	--------------------------

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

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

g. Other impacts: Portions of the LWRP area are in FEMA 100-year or 500-year floodplains. See attached narrative.	☒	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. ☒ NO ☐ YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochlorofluorocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

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

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☒	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☒	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☒	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☒	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☒	☐
j. Other impacts: The proposed LWRP policies and projects are anticipated to have a beneficial impact on plants and animals in the LWRP area. See attached narrative. _____		☒	☐

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

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

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

d. Other impacts: <u>The East End Historic District and several individual buildings in the LWRP area are listed on the National Register of Historic Places. See attached narrative.</u>		☒	☐
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☒	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☒	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☒	☐

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

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

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☒ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☒	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☒	☐
c. The proposed action will degrade existing transit access.	D2j	☒	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☒	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☒	☐
f. Other impacts: <u>The LWRP include policies and projects to increase and enhance pedestrian access to and connections throughout the LWRP Area. See attached narrative.</u>		☒	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☒ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

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

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☒ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

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

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

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

☒ NO

☐ YES

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

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

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

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

PRINT FULL FORM

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

See attached EAF Part 3 narrative.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Draft Local Waterfront Revitalization Program Update, dated January 2017

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

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

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

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

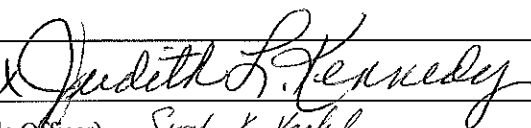
☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration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

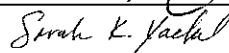
Name of Action: City of Newburgh Local Waterfront Revitalization Program

Name of Lead Agency: City of Newburgh City Council

Name of Responsible Officer in Lead Agency: Judy Kennedy

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:  Date: 3-17-17

Signature of Preparer (if different from Responsible Officer)  Date: 2/3/2017

For Further Information:

Contact Person: Deidre Glenn, Business Development Director

Address: 83 Broadway, Newburgh, NY 12550

Telephone Number: (845) 569-7383

E-mail: dglenn@cityofnewburgh-ny.gov

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

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

Other involved agencies (if any)

Applicant (if any)

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

SUPPLEMENT TO PART 3

Introduction

The action considered in the Environmental Assessment Form (EAF) Parts 1, 2 and 3 and contemplated in this supplement to EAF Part 3 is the adoption of the City of Newburgh Local Waterfront Revitalization Program (LWRP) Update ("Proposed Action"). Adoption of the LWRP and the local waterfront consistency review law will not result in any direct construction or development.

The Newburgh City Council reviewed all the questions in Part 2 of the Full Environmental Assessment Form with respect to the proposed action. Questions 1-2, 4, 6, 8, 12 and 14-17 showed no impact. Questions 3, 5, 7, 9-11, 13 and 18 showed no or small impacts (including potentially beneficial impacts). To supplement those questions in the EAF Part 2 which elicited a "yes" response, this Part 3 Supplement provides additional information below. In each case, the potential impact from the adoption of the proposed action is considered small to moderate, and in many cases the impacts are expected to be beneficial to the City's waterfront environment.

General Impacts of LWRP Update

The focus of the LWRP Update is primarily on preserving open space and increasing public access to the waterfront, linking the waterfront to the upland portions of Downtown Newburgh, revitalizing vacant and underutilized sites, and inclusion of a Harbor Management Plan. The proposed changes to the LWRP policies are not anticipated to affect the City's protection of natural and man-made resources such as fish and wildlife habitats; air and water quality; historic and scenic resources; and sensitive areas such as steep slopes, wetlands and floodplains. Thus, these changes are not expected to have an impact on the environment.

There are no changes proposed to zoning in the LWRP Update; therefore, no major changes to land uses are anticipated to occur as a result of its implementation. In 2015, the City of Newburgh undertook a comprehensive update to its Zoning Code and amendments necessary to implement the City's vision for the waterfront were undertaken at that time. In addition, the LWRP is generally consistent with and supportive of the key concepts and recommendations in the 2008 *Plan-It Newburgh Sustainable Master Plan*.

In addition, once the LWRP is adopted, any Type 1 or Unlisted action under SEQRA is required to be reviewed by the lead agency for consistency with the coastal policies and the projects contained within the LWRP. In order to ensure local consistency with the LWRP, the lead agency's determination of consistency may be made with the benefit of an advisory recommendation of consistency from an advisory committee. Pursuant to Chapter 159 – Conservation of the City Code, the City has authorized the Conservation Advisory Council to serve in this capacity.

The LWRP includes a list of four (4) projects within LWRP Sub-Area A – Southern/Quassaick Creek Area (see EAF Part 1, Figure 3) which encompasses Quassaick Creek, Muchattoes Lake and lands approximate thereto. These projects are aimed at restoring Quassaick Creek and enhancing connections thereto. Other projects in this area focus on complete streets treatments for Lake Street, and the redevelopment of the underutilized and deteriorating Lake Street Plaza and the provision of access easements to the adjacent Muchattoes Lake. Implementation of these recommended projects can be anticipated to result in beneficial environmental impacts.

The LWRP includes four (4) projects within LWRP Sub-Area B – Inland Area (see EAF Part 1, Figure 4), which encompasses the inland portion of the LWRP Area. These projects are largely aimed at providing connections between the Broadway Corridor and the waterfront, restoration of the historic Victory Tower at Washington's Headquarters, streetscape improvements along Liberty Street, and renovation of the Foundry building. These enhancements can be expected to result in no potentially significant adverse environmental impacts, and may generate beneficial impacts through opportunities to increase public connections to the waterfront, renovation of historic buildings and structures and improvements to pedestrian and vehicular connections and safety.

The LWRP includes 19 projects within Sub-Area C – Waterfront Area (see EAF Part 1, Figure 5), which encompasses the Hudson River waterfront portion of the LWRP Area. Many of these projects are aimed at increasing the quantity and quality of waterfront open space and increasing public access to waterfront open space. Other projects address maintaining aging waterfront infrastructure (i.e. breakwaters, bulkheading, etc.), improving water quality, enhancing ferry connections, incorporating harbor management elements, and ensuring that potential development sites include public waterfront access and other environmental protections. Implementation of these recommended projects can be expected to result in no potentially significant adverse environmental impacts, and may generate beneficial impacts through the creation of new waterfront recreation and open space uses, water quality improvements, and an increased tax base at the vacant and underutilized Gull Harbour site.

Any specific actions to undertake these projects would be subject to an environmental review under SEQR.

Criteria for Determining Significance

The City Council reviewed the criteria for determining significance as set forth in Section 617.7 of the SEQRA regulations as follows:

(1) To determine whether a proposed Type I or Unlisted action may have a significant adverse impact on the environment, the impacts that may be reasonably expected to result from the proposed action must be compared against the criteria in this subdivision. The following list is illustrative, not exhaustive. These criteria are considered indicators of significant adverse impacts on the environment:

- (i) ***a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;***

The Proposed Action is the adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (ii) ***the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;***

The proposed LWRP Update is intended to promote protection of vegetation, wildlife, habitat areas and other natural resources. No adverse impacts to these resources are anticipated from adoption of the LWRP and local waterfront consistency review law.

- (iii) ***the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617. 14(g) of this Part;***

The Proposed Action is not located within a Critical Environmental Area (CEA); therefore this criterion is not applicable.

- (iv) ***the creation of a material conflict with a community's current plans or goals as officially approved or adopted;***

The proposed LWRP Update is supportive of and consistent with the City's Master Plan and 2015 Zoning Code Update. The LWRP does not conflict with any of the recommendations of the Master Plan and relies upon the 2015 Zoning Code Update for implementation.

- (v) ***the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;***

The proposed LWRP Update is intended to promote protection of important historical, archeological, architectural or aesthetic resources and existing community and neighborhood character. No adverse impacts to these resources are anticipated from adoption of the LWRP.

- (vi) ***a major change in the use of either the quantity or type of energy;***

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (vii) ***the creation of a hazard to human health;***

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;**

The proposed LWRP Update proposes improvements to and provision of additional open space and recreational resources, as well as targeted redevelopment of vacant and underutilized sites consistent with existing zoning; these improvements are not anticipated to result in a substantial change in the intensity of use of land within the City.

- (ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;**

The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (x) the creation of a material demand for other actions that would result in one of the above consequences;**

- (xi) The Proposed Action is adoption of a community plan, not a construction or infrastructure project; therefore this criterion is not applicable.

- (xii) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or**

The City Council has considered the various potential elements of the environment identified in Section 617.7(c). The City Council does not envision any combined impacts resulting in a substantial adverse impact on the environment.

- (xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.**

The City Council is not aware of any other action, when undertaken with this one, which would result in a cumulative negative impact on the environment.

(2) For the purpose of determining whether an action may cause one of the consequences listed in paragraph (1) of this subdivision, the lead agency must consider reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions which are:

- (i) included in any long-range plan of which the action under consideration is a part;*
- (ii) likely to be undertaken as a result thereof; or*
- (iii) dependent thereon.*

The City Council is not aware of any other future plans that when combined with this impact would have a negative impact on the environment.

Summary

The City Council finds that the Proposed Action to update the 2001 LWRP will not have a significant adverse environmental impact.



City of Newburgh

DRAFT Local Waterfront Revitalization Program

January 12, 2017

Prepared for:
The City of Newburgh City Council

Prepared by:
The City of Newburgh Conservation
Advisory Council

With Assistance from:
BFJ Planning

**DRAFT LOCAL WATERFRONT REVITALIZATION PROGRAM
(LWRP)**

Prepared for

City of Newburgh, New York

and

Newburgh Conservation Advisory Council

Prepared by:

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115 Fifth Avenue

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INTRODUCTION

The City of Newburgh is one of the most historic communities in the State of New York. From the first settlement in 1709 to the present day, much of the City's history must be told with respect to its location on the Hudson River, one of the great waterways of the United States.

The Hudson River and waterfront were vital to the historical development of the City and enabled Newburgh to grow in the 1800s into one of the major centers of maritime commerce, industry and transportation in the state. Despite a period of decline toward the end of the 20th century, the City's waterfront is, in effect, being reborn at the beginning of the 21st century, and Newburgh is again pursuing the river-related opportunities for community growth and development that were such a significant part of its maritime history. The eastern edge of Downtown Newburgh – the City's central business district – overlooks and adjoins the waterfront, making the waterfront a major focal point and opportunity area in the mid-Hudson region for public access to the river.

The water and waterfront resources of the Hudson River and its Quassaick Creek tributary at Newburgh continue to provide irreplaceable environmental, cultural and economic values. The City's water and waterfront areas are used for a variety of recreational and commercial purposes, and Newburgh is a vital center of recreational boating in the region. Visiting and resident boaters, excursion boats, passenger ferries, rowers, kayakers, commercial tugs and barges and other vessels and operators all share the Hudson River's navigable waterway at Newburgh. The non-boating public also enjoys the river at waterfront areas that provide opportunities for walking, picnicking, fishing, special waterfront events, scientific study and enjoyment of the majestic views of the river and the Hudson Highlands that sweep across the state just south of Newburgh. In addition, the natural environment of the Hudson River estuary provides vital ecological functions and values that contribute significantly to the City's character and quality of life.

Today, perhaps more than ever, public attention is being directed toward the opportunities for community enhancement and beneficial development presented by the Hudson River at Newburgh. A number of City planning and development initiatives are focused on the river and waterfront, including projects to increase public use and enjoyment of the river, protect and enhance environmental quality and encourage beneficial redevelopment of properties near the river. Currently, redevelopment is being planned for several prominent properties on and near the waterfront; that redevelopment may be expected to have a significant effect on the character of the city and its waterfront for years to come.

In the future, the Hudson River will continue to be the City's "river of opportunity," exerting a fundamental influence on the City's culture, economic development and quality of life. There will be a continuing need for long-range planning and active involvement by the City to ensure the most beneficial future use of its water and waterfront resources as well as conservation of their vital natural functions and ecological values.

1. LOCAL WATERFRONT REVITALIZATION PROGRAM (LWRP)

In 1992, the City prepared a Local Waterfront Revitalization Program (LWRP) to strengthen the City's role for managing its water and waterfront resources. In that same year, the City Council adopted the City's Waterfront Consistency Review Law (Chapter 296 of the City's Code of Ordinances) to implement the LWRP. The 1992 LWRP was adopted by the City and approved by the State of New York in accordance with authority provided by Article 42 of the New York Executive Law. The LWRP contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources.

In accordance with Article 42 of the New York Executive Law, the City's LWRP became a required element of the New York State Coastal Management Program. As a result, State and federal actions affecting the City's LWRP Area must be consistent with the LWRP's policies and other provisions. This consistency requirement is a significant tool that the City uses to ensure that state and federal actions conform to Newburgh's needs, interests and conditions.

The 1992 Waterfront Consistency Review Law also established the Newburgh Waterfront Advisory Committee (WAC), to be responsible for reviewing proposed actions affecting the LWRP Area, considering the consistency of such actions with the LWRP and making recommendations regarding that consistency to the agencies responsible for approving or implementing the proposed actions. In 2013, the City Council repealed Chapter 296 and replaced it with Chapter 159 Conservation, which established a Conservation Advisory Council (CAC) and regulations for implementation of the LWRP.

Article 42 of the New York Executive Law was amended in 1992 to authorize municipalities to prepare and adopt, as integral components of their LWRPs, comprehensive harbor management plans to address "problems of conflict, congestion and competition for space" pertaining to the use of harbors, surface waters, and underwater lands to a distance of 1,500 feet from the shore. Such harbor management plans thereby extend a municipality's traditional planning and zoning authority out and over its navigable waters. One major new component of this revised LWRP is the inclusion of a Harbor Management Plan (HMP), as stated below.

In 1999, because of redevelopment initiatives, the City of Newburgh determined it was timely to revise and update the 1992 LWRP. This update was prepared by staff from several City departments and reflected current land uses, economic, natural, infrastructure, and community service policies as they relate to the community's local waterfront revitalization area. The revised LWRP was adopted by the City Council and approved by the State of New York in 2001.

In 2007, again because of redevelopment initiatives in the waterfront area – including the public-private Newburgh Waterfront Redevelopment Project – the City determined it was appropriate to update its LWRP as well as prepare an HMP. This update was prepared by the City's planning consultant, BFJ Planning and Geoff Steadman, HMP Consultant, with assistance from City staff and the CAC. Due to a

number of factors, including the 2008 economic downturn, the 2007 LWRP Update was never completed. In 2016, the City again retained BFJ Planning to complete the draft 2007 LWRP Update. This amendment to the existing LWRP, updates the existing conditions within the LWRP area to reflect changes experienced in the area since 2001, with the following objectives:

- Preserving open space and increasing public access to the waterfront
- Linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area
- Addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront
- Identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation
- Preparation of a Harbor Management Plan, as set forth in 19 NYCRR Part 603 and further described in guidelines prepared by the Department of State

Throughout 2007 and 2008, the City-appointed WAC (now the CAC) met regularly to prepare the amendments to the 2001 LWRP. Starting again in mid-2016, the CAC met regularly to prepare an update to the LWRP to reflect changes in the LWRP Area that occurred since the 2007/2008 draft LWRP. The CAC met with Deirdre Glenn, Director of Planning and Development and with members of her staff, as well as with the City's LWRP consultant, BFJ Planning on numerous occasions to discuss the direction of the LWRP and HMP; all of these meetings were open to the public. In September 2016, the City also hosted a public workshop to present the preliminary sections of the amended LWRP.

Upon approval and adoption of this 2016 LWRP Update, the LWRP and the fully integrated HMP will be applied by the City to address issues regarding waterfront land-use and development. The LWRP will be implemented in coordination with the City's Sustainable Master Plan and zoning regulations whose influence is directed primarily landward, above the mean high water (MHW) line on the City's waterfront.

2. NEWBURGH HARBOR MANAGEMENT PLAN (HMP)

These LWRP amendments include preparation of the City's Harbor Management Plan (HMP) as a fully incorporated element of the LWRP (See LWRP Policy 2). To prepare the HMP, the City established the jurisdictional area within which the provisions of the HMP are to be applied and enforced. The Newburgh Harbor Management Area (HMA), a sub-area of the City's Waterfront Area, includes all of the navigable waters, intertidal areas and underwater lands of the Hudson River and Quassaick Creek within the territorial limits of the City and waterward of the MHW line. The HMA is bounded by the boundary lines of the neighboring municipalities of the Town of Newburgh on the north and the Town of New Windsor on the south; by the centerline of the Hudson River which marks the boundary line of the City of Beacon on the east; and by the MHW line on the west.

Preparation of the HMP also involved a review of existing conditions in and adjoining the HMA; an assessment of the laws, programs, and authorities pertaining to the HMA; and the identification of existing

and potential issues to be addressed in the HMP. The HMP consists of harbor management policies included in Section III of the LWRP, as well as the statement of harbor management projects, opportunities and recommendations included in Section IV.

The HMP, as an element of the LWRP, is implemented through the same procedure established for implementation of the LWRP. That procedure is specified in the Conservation Chapter (Chapter 159) of the City Code of Ordinances. As elements of the LWRP, the HMP's policies and other provisions have all of the legal weight and standing of all other policies and provisions of the LWRP and are implemented in the same manner.

In this regard, HMP implementation is achieved primarily through the actions of City agencies and officials in the course of implementing their powers and duties set forth in the City Charter and Code of Ordinances and through the actions of relevant State and federal agencies. The general public, waterfront property owners, and private organizations can also contribute to HMP implementation.

The benefits the city realizes from the HMP are described in Article 42, Section 916, of the New York State Executive Law and are the same benefits obtained from the LWRP. The HMP, as an element of the LWRP, is part of the New York State Coastal Management Program and, as a result, State and federal actions including regulatory and funding actions affecting the HMA must be consistent with the HMP. The HMP enables the City to strengthen and pursue its own vision for the future of its waterfront and coastal waters on the Hudson River and Quassaick Creek, in partnership with state and federal authorities and interests.

SECTION I: LOCAL WATERFRONT REVITALIZATION PROGRAM BOUNDARY

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DRAFT

1. INTRODUCTION

The boundary of a Local Waterfront Revitalization Program (LWRP) area is intended to include all land and features within the City that may have a “direct and significant impact” on coastal waters because the shoreland area has one or more of the following characteristics:

- The area includes uses that have direct contact with, depend on or make use of coastal waters;
- The area includes natural features that are affected by or have an affect on coastal waters;
- The area has a direct functional, cultural or historical relationship with the waterfront;
- The area’s natural features such as tree cover, hillsides, steep slopes, ridgelines and wetlands either effect or are affected by the coastal waters; and
- The area has a direct aesthetic relationship with the waterfront in that it is clearly visible from or contains direct viewpoints of the coastal waters.

2. EXISTING LWRP BOUNDARY

The coastal area of the existing Newburgh LWRP area boundary is as follows (see Figure I-1: LWRP Area Boundary, Existing and Proposed):

Beginning at the point of intersection of the municipal boundary between the Town of Newburgh and the City of Newburgh and mean high water; then westerly along that boundary to the point where North Plank Road intersects with Powell Avenue; then southerly along Powell Avenue to Gidney Avenue; then southeasterly along Gidney Avenue to Liberty Street; then southerly along Liberty Street to Overlook Place; then westerly along Overlook Place to Mill Street; then northerly along Mill Street to Dickson Avenue; then westerly along Dickson Avenue to Walsh's Road; then southerly along Walsh's Road to the municipal boundary between the Town of New Windsor and the City of Newburgh; then easterly along that boundary to the point of intersection with mean high water.

To establish ad implement its LWRP, the City has defined the "Waterfront Area" within which the provisions of the LWRP are applied. In addition to its upland areas subject to the City's municipal planning and zoning authorities, the existing LWRP Area includes the Hudson River and portions of Quassaick Creek within the City's municipal boundaries. Over the Hudson River, the City's municipal boundary extends to the centerline of the river.

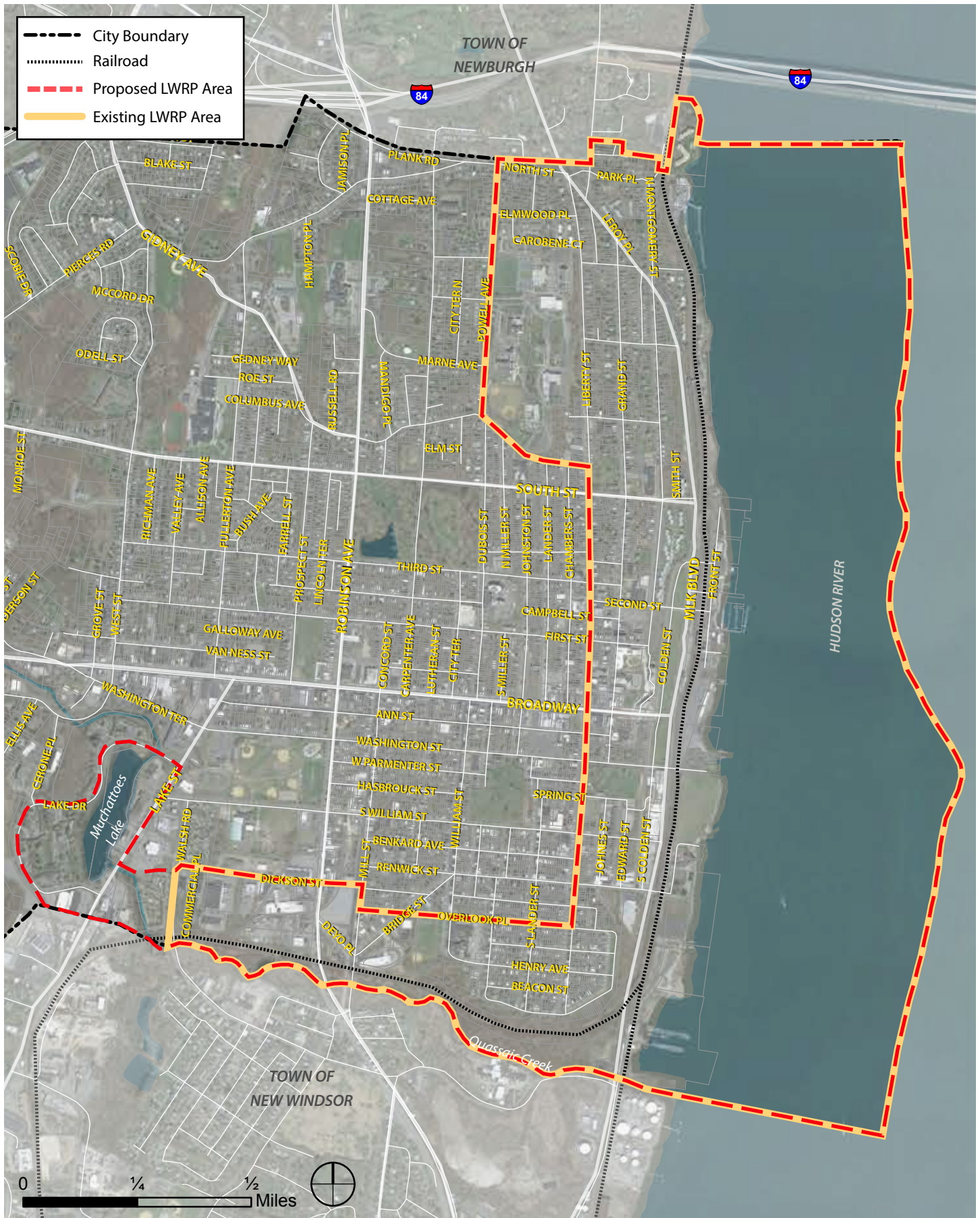


FIGURE I-1: LWRP BOUNDARY

The waterside boundary of the City of Newburgh waterfront revitalization area is as follows:

Beginning at the point of intersection of the northern boundary of the Town of New Windsor and the southern boundary of the City of Newburgh and mean high water extending to the centerline of the Hudson River; then northerly coterminous with the eastern boundary of Orange County; then westerly to the point of intersection with the northern boundary of the Town of Newburgh and the City of Newburgh and mean high water.

3. PROPOSED LWRP BOUNDARY

The coastal area of the proposed Newburgh LWRP area boundary is as follows (see Figure I-1: LWRP Area Boundary, Existing and Proposed):

Beginning at the point of intersection of the municipal boundary between the Town of Newburgh and the City of Newburgh and mean high water; then westerly along that boundary to the point where North Plank Road intersects with Powell Avenue; then southerly along Powell Avenue to Gidney Avenue; then southeasterly along Gidney Avenue to Liberty Street; then southerly along Liberty Street to Overlook Place; then westerly along Overlook Place to Mill Street; then northerly along Mill Street to Dickson Avenue; then westerly along Dickson Avenue to Walsh's Road; then southerly to the northern parcel boundary of a multifamily residential development; then westerly along that parcel boundary; then northeasterly along Lake Street; then westerly, southerly and easterly along Lake Drive to the intersection of Lake Street and the boundary between the Town of New Windsor and the City of Newburgh, delineated by the Quassaick Creek; then easterly along that boundary to the point of intersection with mean high water.

The proposed LWRP area includes the Hudson River, the area surrounding Muchattoes Lake and portions of Quassaick Creek within the City's municipal boundaries. Over the Hudson River, the City's municipal boundary extends to the centerline of the river.

The waterside (Harbor Management Plan) boundary of the City of Newburgh LWRP area is as follows:

Beginning at the point of intersection of the northern boundary of the Town of New Windsor and the southern boundary of the City of Newburgh and mean high water extending to the centerline of the Hudson River; then northerly coterminous with the eastern boundary of Orange County; then westerly to the point of intersection with the northern boundary of the Town of Newburgh and the City of Newburgh and mean high water.

This area, a sub-area within the LWRP area, is known as the Newburgh Harbor Management Area (HMA) and includes all of the navigable waters, intertidal areas and underwater lands of the Hudson River and Quassaick Creek within the territorial limits of the City and waterward of the Mean High Water (MHW) line. The distance from the City's shoreline to the centerline of the Hudson River is generally about 3,000

feet (0.57 mile) over the length of the HMA. The total distance across the river, from the City's shoreline to the Beacon shoreline, is twice that distance, or slightly over one mile. The HMA shares the same northern and southern boundaries as the overall LWRP area boundary.

As described above, the proposed LWRP area boundary has been expanded to include the area around Muchattoes Lake. The proposed boundary revision recognizes that this area is in need of future redevelopment, and the impact of any such redevelopment could have potential impacts on stormwater runoff into Quassaick Creek.

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SECTION II: INVENTORY AND ANALYSIS

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1. INTRODUCTION

Regional Location

The City of Newburgh is located approximately 60 miles north of New York City and 85 miles south of Albany, on the western side of the Hudson River in Orange County. The City, a small, densely settled community in a 3.8-square-mile area, is bounded by the Town of Newburgh on the north and west, the Hudson River on the east and the Town of New Windsor on the south. On the east, Newburgh's corporate limits extend to the centerline of the Hudson River where they meet the west limits of the City of Beacon and Dutchess County. Quassaick Creek, a tributary of the Hudson River, is coterminous with a portion of the city's southern boundary. The City is in the coastal area of New York State as defined by the state Legislature.

Most of the Hudson River is a tidal estuary where salt water from the Atlantic Ocean combines with freshwater from northern tributaries. This “brackish”, or mixing, water extends from the mouth of the Hudson River in New York Harbor to the Federal Dam in Troy, approximately 153 miles. In addition, the City of Newburgh provided the first deep water anchorage located upstream of the Appalachian Mountains, where the Quassaick Creek provided freshwater.

The City of Newburgh averages 265 feet above mean sea level (msl). The City is situated south and east of the Catskill Mountains, west of the Hudson River and Mt. Beacon (1,540 feet msl) and north of Storm King and Bear Mountains. The City is uniquely situated on the water route north and west to the interior of the North American continent via the Hudson River and Lake Champlain out to the St. Lawrence Seaway and the Erie Canal, westward to the Great Lakes. Figure II-1 shows the regional context for the City, situated immediately to the south of Interstate 84 and approximately one mile to the east of the NYS Thruway.

Downtown Newburgh – the City's central business district – is on a plateau overlooking and adjoining the Hudson River waterfront. The waterfront's proximity (less than .25-miles) to the Downtown makes it a major focal point and opportunity in the region for public access to the river, including physical access for boating and other water activities, and visual access to the scenic quality of the river and Hudson Highlands. Views of the river from Broadway have long created a lasting impression on residents and visitors. In addition, the City's image is shaped by spectacular views of the river and Highlands (part of the Appalachian mountain system) that sweep across the state just south of the City.

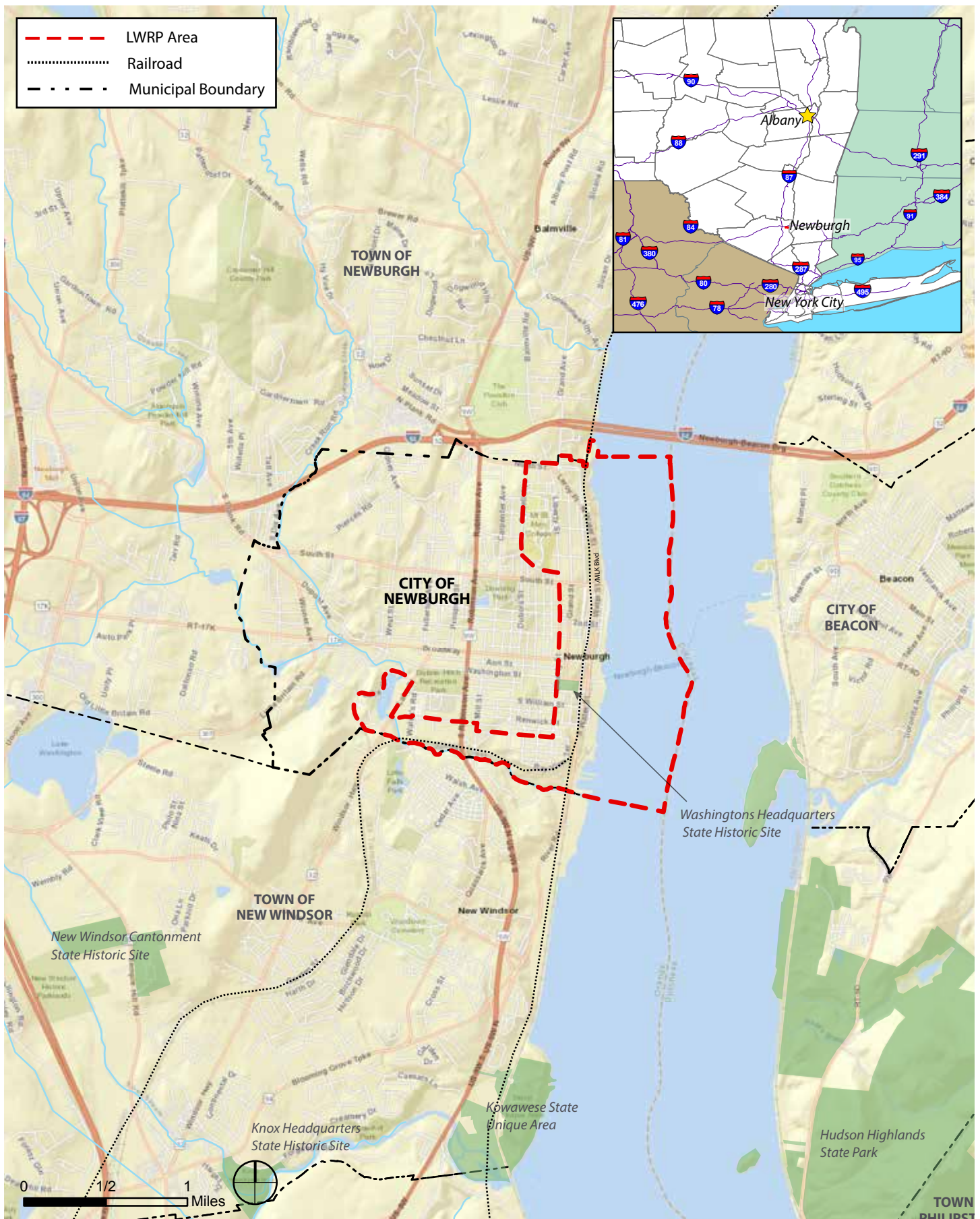


FIGURE II-1: CONTEXT MAP

History

Newburgh has a significant maritime heritage. From the first settlement in 1709 to the present day, much of the City's history must be told with respect to its location on the Hudson River. In 1609, Henry Hudson was the first European to sail up the river as far north as the present location of Newburgh. His ship, the *Half Moon*, anchored in the area known as Newburgh Bay, and a journal entry from his voyage notes that the elevated site beside the river now occupied by the city appeared to be "a pleasant place to build a town." That town was established when the first European settlers arrived 100 years later. As the community developed in the 1700s, wharves were built to take advantage of the deep water close to shore, mills were constructed to provide wood for boats and homes, and by 1743 daily ferry service was established across the river to link Newburgh with Beacon – the first such service across the river north of Peekskill.

Due to its strategic location on the river, Newburgh had a prominent role during the Revolutionary War; George Washington made his headquarters there during the last years of war. His headquarters building, a short distance from the City's waterfront, was acquired by the state in 1850 and is now a State historic site, and the first building in the U.S. acquired by any state for the purpose of historic preservation.

In the 1800s, Newburgh's economic growth was tied to transportation; by 1840 it was a major hub of commerce in the mid-Hudson region. Sailing vessels from Newburgh traded internationally, and the City was an important stop on the steamboat route between Albany and New York. In the steamboat era, Newburgh's deep-water port linked the surrounding farmlands to New York City. Shipping captains and the owners of wharves and warehouses prospered during this period and built impressive homes.

Extension of the railroad north along the Hudson River to Newburgh and the rail connection between Newburgh and New England that was provided by ferry service across the river brought significant industry to the City. The City was incorporated in 1865, and by the end of the 19th century was a thriving center of industry, with more than 100 manufacturing plants including a number of ship-building facilities. World War I further expanded the shipyards along with the rest of the City's industrial base.

In addition, Newburgh became a center of recreational activity and a number of river-related sports and leisure activities became prominent, including yachting, skating, ice boating, rowing and river excursions. The Hudson River was part of a far-reaching transportation network that served not only to develop the City's industry, but also to move people to places of recreation, including casinos, picnic groves, amusement parks and the inclined railway to the top of Mount Beacon across the river.

By the end of World War II, Newburgh's population had expanded to over 30,000, but changes in the regional transportation system led to a significant period of economic decline. As the interstate highway system was built outside its limits, in effect bypassing Newburgh, and as dependence on railroad and river transportation diminished, so too did the City's economic prosperity. When the Newburgh-Beacon Bridge opened in 1963, ferry service across the river ceased operating. Closure of the Air Force base at nearby Stewart Field in the 1970s resulted in the loss of many local businesses and population.

As a result of these changes, by the latter part of the 20th century the Hudson River was no longer seen as the City's gateway, and Newburgh's Hudson River waterfront suffered accordingly. City leaders recognized, however, that throughout all of the changes that had taken place and that continued to impact the City, there was one major and constant influence that had affected Newburgh's growth and development since the first settlement. That influence is associated with the City's coastal location on the Hudson River, a setting that has provided Newburgh and its citizens with vital economic, environmental and cultural opportunities and benefits throughout the City's history.

In 1981 the Legislature passed the State's Waterfront Revitalization and Coastal Resources Act (Article 42 of the New York Executive Law) which established State policies for conservation of natural coastal resources and beneficial use of those resources and authorized development of the New York Coastal Management Program. The act enabled coastal area municipalities to prepare Local Waterfront Revitalization Programs based on local needs and objectives for promoting beneficial waterfront development and protecting environmental resources. Using that authority, the City prepared its LWRP in 1992 to begin the rebirth of the city's waterfront. Other initiatives, including changes to the zoning regulations and Master Plan, were also applied to advance the City's goals for beneficial use and development of its water and waterfront resources.

The success of the City's efforts is reflected in an active waterfront used for a variety of recreational and commercial purposes. Newburgh is now a vital regional center of recreational boating and waterfront dining. Visiting and resident boaters, excursion boats, passenger ferries, rowers, kayakers, commercial tugs and barges and other vessels all share the Hudson River's navigable waterway at Newburgh. The non-boating public also enjoys the river at waterfront locations providing opportunities for dining, walking, picnicking, fishing, special events, educational activities and scenic views of the river and Highlands.

Today, perhaps more than ever, public attention is being focused on the opportunities for community enhancement and beneficial development presented by the Hudson River at Newburgh. A number of City planning and development initiatives are focused on the river and waterfront, including projects to increase public use and enjoyment of the river, protect and enhance environmental quality and encourage beneficial redevelopment of properties near the river.

In the 21st century, the Hudson River will continue to exert a fundamental influence on Newburgh's culture, economic development and quality of life. As recent trends have demonstrated, the popularity of and desire for urban living is growing. As both "baby boomers" and millennials alike continue to gravitate towards a more urban mixed-use life style, pressure to redevelop older cities, like Newburgh, will only increase. As these trends intensify, there will be an ongoing need for long-range planning and active City involvement to ensure the most beneficial future use of water and waterfront resources, and conservation of their natural functions and ecological values.

Transportation and Navigation

Newburgh's location in the state is also defined with reference to the regional transportation infrastructure. Just north of the City is Interstate 84 and the Newburgh-Beacon Bridge that carries I-84 over the Hudson River; one mile to the west is the New York State Thruway; and five miles to the west is Stewart International Airport. Planned as a fourth New York City airport, Stewart International currently handles more than 280,000 passengers annually, with a future capacity to accommodate 1.5 million travelers a year. The Port Authority of New York and New Jersey announced in January 2007 the purchase of the operating lease at the airport, making it responsible for the future expansion of services and passenger use. The Port Authority has since invested more than \$160 million in the airport, including a \$100 million overhaul of the main runway – one of the longest in the country at 11,817 feet. The City of Newburgh strongly supports the expansion of Stewart International and encourages possible future transit connections between the airport, the Broadway corridor, downtown Newburgh, the LWRP area and the Newburgh-Beacon ferry.

The West Shore rail line, owned by CSX Transportation, carries freight through the City and generally follows the shoreline. CSX operates an active freight line/spur from the West Shore line south to the Vails Gate Industrial Corridor in the Town of New Windsor. The Metro-North rail line carrying passengers to and from New York City follows the east shore of the river. A train station in Beacon, directly across the river from the City, offers connection to Newburgh via passenger ferry service. The Newburgh-Beacon ferry service is operated by NY Waterway and Metro-North Railroad, providing service in morning and evening commuting periods to meet Metro-North trains in Beacon operating to and from New York City. The ferry dock in Newburgh is located near First and Front Streets.

The Hudson River itself is a major transportation route that defines the City's location and predates all other existing and nearby modes of transportation. The opportunities for navigation afforded by the river at Newburgh were essential for the historical development of the City. These opportunities are still vital for recreational and commercial purposes and for the success of the City's waterfront use and development plans that will encourage, and depend on, the vitality of the Harbor Management Area (HMA). The HMA includes all of the navigable waters, intertidal areas and underwater lands of the Hudson River and Quassaick Creek within the territorial limits of the City and waterward of the Mean High Water (MHW) line (see Figure I-1).

The Hudson River federal navigation channel, a congressionally authorized channel extending from the southern tip of Manhattan upstream for approximately 155 miles to the southern limit of the NYS Barge Canal at Waterford, New York, north of Albany, passes through the HMA and is used extensively by recreational and commercial vessels. The navigation channel was authorized in 1910 to support waterborne commerce and generally follows the river's natural channel. At Newburgh, the channel tends to the west side of the river, toward the City's shoreline. The authorized channel dimensions are 600 feet wide and at least 32 feet deep between New York City and Kingston, New York. The river's natural channel dimensions, however, are generally greater in most reaches of the river, including in the Newburgh area. As a result, the channel's authorized boundaries are not shown as distinct channel lines on Hudson River navigation charts and survey drawings of the U.S. Army Corps of Engineers (USACE).

Nevertheless, the USACE requires that no dock, pier, mooring or other structure may be placed in the river, in any location, so as to interfere with the normally used navigation channel at least 600 feet wide.

The New York District of the U. S. Army Corps of Engineers (USACE) is responsible for maintenance of the Hudson River channel. It has conducted dredging operations to maintain the authorized dimensions in several locations where natural depths are not sufficient to support waterborne transportation. Due to the significant natural depths in the Newburgh area, including depths greater than 40 feet, there has been no need for maintenance dredging by the USACE in the vicinity of the HMA. The river's mean tidal range in the vicinity of the HMA is 3.1 feet according to the USACE.

Federal aids to navigation, including channel buoys and flashing lights, are maintained by the U.S. Coast Guard to mark the federal channel. The Coast Guard also conducts ice-breaking operations to maintain an open channel for navigation in the winter season.

The Newburgh-Beacon Bridge just upstream of the HMA has no significant effect on navigation in the federal channel due to its substantial horizontal and vertical clearances.

Future Development

Newburgh's role in the Hudson Valley region has changed in recent years. Like other older urban centers, it is no longer the regional retail or industrial center. Rather, the City is moving away from this role and stabilizing its existing industrial and commercial base to support a jobs/housing balance for its own residents and adjoining communities. Newburgh continues to play an important role in the overall County economy as a multimodal transportation hub and as a specialized business, medical and industrial activity location.

As an urban community, Newburgh is a cultural center for Orange County and the Hudson Valley region. It plays a significant role in American and architectural history; retains an existing base of historic buildings (85% of all residential structures were built before 1940); is the location for two institutions of higher learning; and maintains a riverfront location. Taken together, these features create a strong base for urban revitalization and tourism. Newburgh is developing into an interesting, vibrant and ethnically diverse mixed-use residential community with a range of housing types.

With 28,290 residents in 2015 occupying just 3.8 square miles in area, Newburgh is a densely populated community. In 2000, the population of Newburgh was 28,259 persons, an increase of 1,805 persons (or 6.8%) from the 1990 population. By 2010, this figure had risen to 28,866 persons (or by 2.1% since 2000), with a slight decrease in population through 2015, with 28,290 persons. In 2010, approximately 39 percent of the City's population was white, 30 percent was African-American and about 23 percent was classified as some other race. The Hispanic population, which can be of any race, represented approximately 48 percent of the total population.

The City had a total of 11,007 housing units in 2014, about 80% of which were occupied, with the remainder vacant. The majority of units (68%) were occupied by renters, rather than owners. For both

renting households and owner households, approximately two-thirds of households were families. In 2014, the majority of owner-occupied units (60%) were valued at less than \$200,000 with a median home price of \$172,200. Most renter-occupied households (89%) paid less than \$1,500 in monthly rent, with a median rent of \$1,065. Nonetheless, a majority (72%) of renters paid 30% or more of their household income toward rent.

Newburgh's median household income in 2014 was \$33,125, and about 44.5% of individuals and 33.2% of families were below the poverty level. Nearly 22% of the City's adult residents had less than a high school education in 2014, while approximately 38% had a high school diploma or equivalent, and about 40% had attended some college or had an advanced degree.

Although the City of Newburgh had experienced physical and economic decline in past years, there has been an increased interest in new development, especially in the LWRP area. Multi-family housing developments such as Ferry Crossing, Hudson Point, Liberty Square and Montgomery Views (a developed subdivision consisting of 12 single-family homes) are representative of the development activities taking place in the City and within the LWRP area. As new development continues to take place, Newburgh will improve both its physical appearance and its economic base. These in turn will aid in the revival of the entire City, and the waterfront.

2. EXISTING LAND AND WATER USES

a. Existing Land and Water Conditions

The land portion of the LWRP area is comprised of a total of approximately 537 acres. See Figure II-2 for a current land use map of the LWRP area. The LWRP area can be divided into three general land use areas (see Figure II-3): the southern land use area, overlooking Quassaick Creek and including the area surrounding Muchattoes Lake (Area A - Southern/Quassaick Creek Area), the inland area west of the CSX rail line and/or Rev. Dr. Martin Luther King, Jr. Boulevard (Area B – Inland Area); and the waterfront land area east of the railroad line along the Hudson River (Area C - Waterfront Area). An understanding of the existing land use patterns within the LWRP area is critical because this will inform the potential future use and development of the waterfront area.

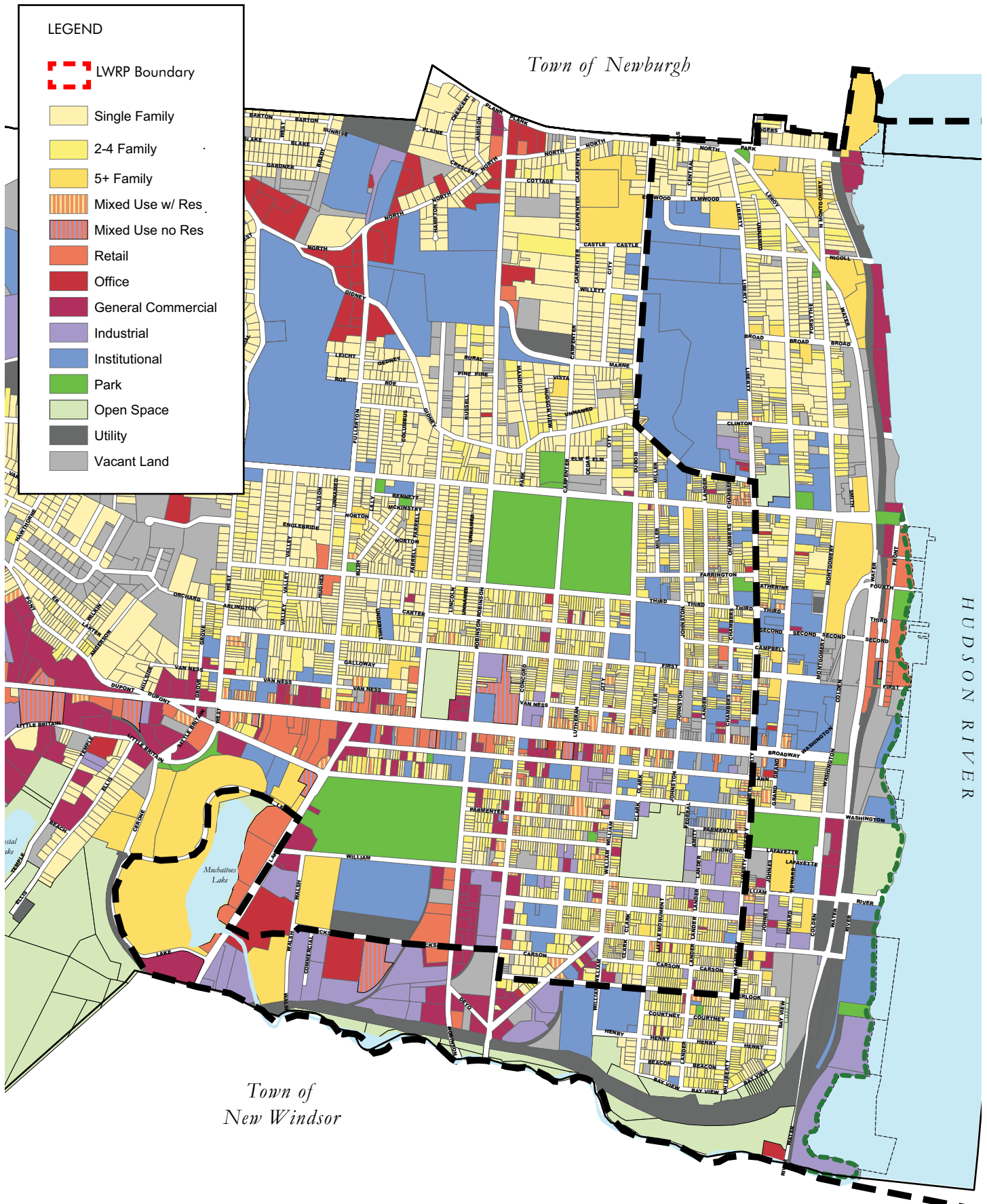


FIGURE II-2: EXISTING LAND USES



The LWRP area is characterized by large areas of residential usage, interspersed with areas of commercial, institutional, industrial/light manufacturing, and open space and park uses. There are also areas of public and semi-public recreational uses along the waterfront. A substantial amount of vacant, underutilized and deteriorating parcels are located throughout the LWRP area, much of which is the product of urban renewal. However, recently, the City has seen a reemergence of commercial activity in some of the City's long vacant and underutilized properties.

The HMA encompasses about 1.25 square miles of surface water area on the Hudson River. The river's shoreline along the HMA extends for about 2.3 miles from the City boundary on the north to the mouth of Quassaick Creek on the south. Of this distance, about 20% of the shoreline (2,525 feet) is owned by the City, including street-end rights-of-ways, public parks, water access areas and utility sites; about 80% (9,725 feet) is privately owned. Quassaick Creek flows over a distance of about 6,600 feet within the LWRP area.

For purposes of clarity, existing land use patterns are discussed by three sub-areas, illustrated on Figure II-3. A generalized description of existing land use conditions for each Sub-Area is provided below. In addition, photographs of significant areas, buildings and vistas within the LWRP area are shown in Figures II-5 through II-9. Figures II-4: Site Photos Location Map provides a key to the site photos included in Figures II-5 through II-9.

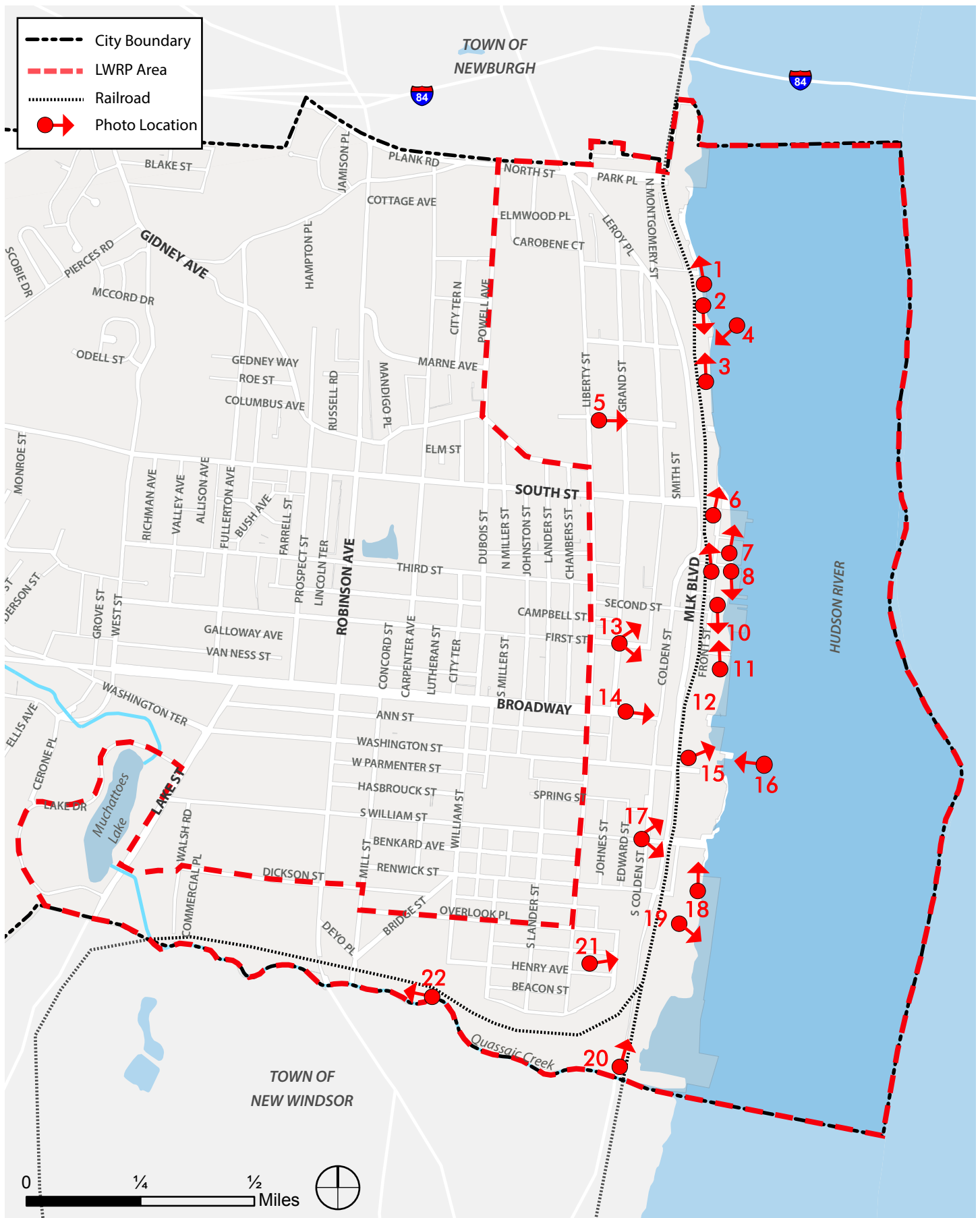


FIGURE II-4: SITE PHOTOS LOCATION MAP



1. Newburgh Yacht Club and Pier Loun Condominiums looking north towards Newburgh-Beacon Bridge.



2. Newburgh Waterfront looking south.



3. Regal Bag Property looking northwest; Montgomery Street houses in foreground.

FIGURE II-5: SITE PHOTOS



4. Regal Bag property from Hudson River looking south.



5. Clinton Street looking east.



6. South Street right-of-way looking north.



7. Blu-Pointe Restaurant looking north.



8. Riverfront Walkway looking south.



9. Newburgh Landing Park looking north.

FIGURE II-6: SITE PHOTOS



10. Riverfront Walkway and Riverfront Marina looking south.



11. Riverfront Walkway looking north.



12. View of Riverfront Marina, Downing Film Center and 2nd Street looking west.



13. Aerial view of central LWRP area and vacant development sites.



14. Broadway looking west.



15. View of Municipal Marina parking lot and former Gully's restaurant looking northeast.

FIGURE II-7: SITE PHOTOS



16. View of Municipal Marina from Hudson River.



17. Aerial view of former Consolidated Iron site, Water Pollution Control Plant and Ward Brothers Memorial Rowing Park.



18. View of Waterfront Trail and Water Pollution Control Plan looking north.

FIGURE II-8: SITE PHOTOS



19. Ward Brothers Rowing Park docks looking south.



20. View from MLK Blvd. looking north; Quassaic Creek to the west and Steel Style to the east.



21. View from Bay View Terrace at Courtney Street looking southeast.



22. View of Twin Arched Bridge and Quassaic Creek.

FIGURE II-9: SITE PHOTOS

i) Sub-Area A - Southern/Quassaick Creek Area

Sub-Area A -Southern/Quassaick Creek Area, generally includes the area north of the Quassaick Creek, south of Dickson Place and Overlook Place, surrounding Muchattoes Lake and west of Rev. Dr. Martin Luther King Jr. Boulevard (formerly Water Street).

The area surrounding Muchattoes Lake contains a combination of residential, commercial and office/retail uses. Lake Street Apartments, a large, privately owned rental multifamily complex (approximately 375 units) built in the early 1970s, is located southwest of the lake. Lakeside Plaza is to the immediate east of Muchattoes Lake, and is a mix of retail and commercial office uses. This shopping center has a number of vacant storefronts and is in need of redevelopment. To the south of the Lake is the Motorcyclopedia Museum, opened in 2011. The museum is a celebration of motorcycle history and memorabilia and is a tourist draw to the area. Muchattoes Lake, itself, is a manmade lake that was created by damming a portion of Quassaick Creek for mill use (Dickson Mill); it was previously known as Dickson's Pond. The lake was later used for ice manufacturing by the Muchattoes Lake Ice Company, founded in 1886. The lake is not part of the City's reservoir system. The spillway is visible from Lake Street (Route 32).

To the east of the Lake, at Lake Road and proceeding eastward to Mill Street parallel to Quassaick Creek, the land usage is mixed commercial, office, and light industrial uses. Continuing east past Mill Street is a block of mixed residential and commercial usage, an area of vacant land and a Middle School and related playing fields. These uses extend to Monument Street, where a concentration of one- and two-family residences in good to fair condition occurs. The area bounded by Bay View Terrace on the south and east, Overlook Place on the north and Monument Street on the west is currently residential in use. As apparent by the street names in this area, the residences sit atop a ridge surrounded by steep slopes, and thus have scenic views of the Hudson River and the surrounding Highlands. For the most part, however, the residential area is not visible from Rev. Dr. Martin Luther King, Jr. Boulevard due to the steep slopes and dense vegetation surrounding it. CSX's Newburgh branch traverses this area.

ii) Sub-Area B - Inland Area

Sub-Area B, Inland Area, generally includes the land area west of Rev. Dr. Martin Luther King, Jr. Boulevard, east of Liberty Street, Gidney Street, and Powell Avenue, north of Overlook Place and south of the Town of Newburgh.

Beginning at Overlook Place in the southern portion of the inland area and heading north toward Lafayette Street, there is an area of mixed residential, general commercial, small-scale manufacturing and light industrial uses. The majority of the residential uses, and almost all of the commercial uses, are located along Liberty Street, while the area between Johnes Street and Rev. Dr. Martin Luther King, Jr. Boulevard is comprised of mainly light industrial and small-scale manufacturing (a countertop manufacturer and distributor). Many of the former industrial buildings have been converted into shared small-scale manufacturing space. Because most of the structures are of brick construction and in fair to

good condition, there is a potential in this area for rehabilitation and adaptive reuse. The partially completed residential renovation of the former foundry on Lafayette Street, known as Foundry at Washington Park, is an example of one type of adaptive reuse.

North of Lafayette Street is Washington's Headquarters, a National Historic Landmark property and museum. The site is bounded by Lafayette Street on the South, Colden Street on the east, Liberty Street on the west, and Washington Street on the north.

To the west of Washington's Headquarters is Liberty Street. A mixed-use corridor providing residential and commercial uses. In recent years, the City has increased Code enforcement efforts along Liberty Street. This coupled with the use of Community Development Block Grant (CDBG) funds to facilitate façade improvement grants to local businesses, has greatly decreased storefront vacancies in the area. To the north of Washington's Headquarters is an area of mixed commercial, residential, institutional, municipal uses and vacant parcels. The Newburgh Public Safety Building housing the police and fire departments and City Hall is located on the west side of Grand Street at Broadway. Commercial uses are concentrated around Broadway and Liberty Street, while the existing residential uses are located closer to Washington Street between Liberty and Grand. Twenty townhouse residential units are located east of the Public Safety Building, fronting Colden Street. Across Colden Street heading toward Rev. Dr. Martin Luther King, Jr. Boulevard is an area of vacant urban renewal land.

Broadway Park, also known as Downing-Vaux Park for its prominent landscape architects, is located at the east end of Broadway, providing a major visual link to the waterfront. Proceeding north past Broadway is a mixed-use area of commercial, residential and semi-public uses. Land usage along the north side of Broadway between Liberty and Grand Streets is commercial and institutional in nature, including the Karpeles Manuscript Library. Heading north on Grand Street is St. Patrick's Church. Multi-family residential uses are located between the church and First Street. Orange County Community College (OCC) occupies the former Key Bank and Maple Office buildings, and the recently constructed 87,000 square foot Kaplan Hall. OCC encompass approximately 5 acres extending from Broadway north to First Street.

The land area between First Street and Broad Street is, for the most part, residential with public and semi-public uses and isolated vacant parcels. Historic renovation and restoration activities have been completed on a number of structures in the area. Between Montgomery Street, Rev. Dr. Martin Luther King, Jr. Boulevard and South Street is low-rise multi-family public housing in need of rehabilitation. To the north of South Street at Rev. Dr. Martin Luther King, Jr. Boulevard is a high-rise apartment building that has recently been rehabilitated.

Mount Saint Mary's College is to the west in the Historic District, bounded by Gidney Street on the south, Liberty Street on the east, Powell Avenue on the west and a multifamily apartment complex on the north. To the east of Liberty Street and north of Broad Street is a one- and two-family residential area. The neighborhood is generally in good condition. North of Broad Street along Rev. Dr. Martin

Luther King, Jr. Boulevard is Ferry Crossing, a condominium development with excellent views of the Hudson River.

iii) Sub-Area C - Waterfront Area

Sub-Area C, Waterfront Area, generally includes the land and water area (HMA) east of Rev. Dr. Martin Luther King, Jr. Boulevard, west of the Orange and Dutchess County line, north of the Quassaick Creek, and south of the Town of Newburgh. It is important to note that the LWRP definition of Waterfront Area differs from the definition contained in §C16.03. of the Newburgh City Charter. Section C16.03 defines waterfront as those “lands under water, wharves, piers, docks, parks and playgrounds.”

The water area (HMA) is used for a variety of recreational and commercial purposes. Recreational boating is most prominent, replacing the maritime trading and shipbuilding activities of long ago. Cruising boats, open runabouts and sail-powered vessels share the Hudson River at Newburgh, joined by rowing sculls, excursion boats, passenger ferries, personal watercraft, kayaks, canoes and other craft. The City's Police and Fire boats, the Orange and Dutchess County Sheriff's boats, Coast Guard vessels and the marine patrol vessels of several State agencies also operate in, and pass through, the HMA. In addition, barges carrying fuel oil and other materials to upriver locations and other commercial vessels use the Hudson River federal navigation channel at Newburgh. Special water and waterfront events such as fireworks displays, the Hudson River swim to Beacon, rowing regattas, tall-ship visits, waterfront concerts, fishing tournaments and other events also occur within the HMA.

Waterfront conditions, including the type and condition of waterfront development and land-use, have a major influence on the HMA. For example, the quality and availability of land-based facilities, including parking, affect recreational boating activities as well as excursion boat and passenger ferry operations; waterfront development and the use of City-owned land and rights-of-way influence public access to the HMA; and waterfront conditions can affect the environmental quality of the HMA. Key waterfront facilities and points of interest in and near the HMA are shown in Figures II-5 through II-9.

Publically owned facilities providing opportunities for recreational opportunities in Sub-Area C include, but are not limited to the riverfront walkway, Newburgh Landing Park, Newburgh Boat Launch.

The **riverfront walkway and trail** is an essential element of the City's public waterfront, providing a pedestrian connection between waterfront activity areas, including South Street Park, the waterfront restaurants along Front Street, docks for excursion boats and the Newburgh Landing Park. The walkway extends for a distance of 1,400 linear feet along the shoreline between the City's South Street right-of-way, the proposed location of the South Street Park, on the north and Carpenter Street on the south. The City holds an easement for maintenance of the walkway where it passes over privately owned land. It continues on-street from Carpenter Street past First Street, then to the Newburgh Beacon Ferry landing. From there, a gravel portion continues for 1,800 connecting the Municipal Boat Launch to the north and Ward Brothers Memorial Rowing Club to the south. The gravel trail traverses the Newburgh Water Pollution Control Plant and the former Consolidated Iron site (see Figure II-8).

Newburgh Landing Park (also known as Unico Park) near the midpoint of the walkway is a focal point and central facility for community activities on the waterfront. Dedicated in 1976, it provides a landscaped setting with public amenities such as benches, bathrooms, lighting and interpretive displays to support passive recreational activities. Park improvements have been funded in part by State and federal funds provided through the New York State Office of Parks, Recreation, and Historic Preservation. Newburgh Landing Park also includes a dock that had been used by vessels participating in or serving as attractions during special events. The dock has been closed since winter 2014 when it was significantly damaged by ice floating down the Hudson River. The City is in the process of redesigning, permitting and securing funding for a reconstructed dock. Once the dock is re-opened, its use by all vessels will require advance permission from the City Manager's office.

Further south on the waterfront, the City's **Newburgh Boat Launch** at the foot of Washington Street provides opportunities for launching trailered boats and vessels such as canoes and kayaks. Starting in 2016, guided kayak tours of the Hudson River waterfront depart from the Newburgh Boat Launch. Parking for vehicles and boat trailers is provided at the boat launch, along with a sitting area. The sitting area/park is open daily sunrise to sunset. Launch hours are seasonal; a fee is charged for launching all trailered boats, but not for “car-top” vessels.

The ramp also provides access to the river for participants in Hudson River fishing tournaments and is used for emergency response, rescue and retrieval purposes by authorized agencies, including the city's Police and Fire departments. Construction of the boat launch was undertaken with State funds provided through the New York State Department of Environmental Conservation (DEC). Until recently, a privately owned floating restaurant with docks for its patrons had operated seasonally in the riparian area of the City property; this restaurant is now closed.

Ward Brothers Memorial Rowing Park, with access from South Water Street and Renwick Street, is the southernmost City-owned property on the waterfront. The park is named for one of the most famous families in the sport of rowing, who rowed at Newburgh in the 1800s. The existing rowing facility, including the storage and boathouse building, were built with State funds provided through the DEC. The facility is leased by the City to the Newburgh Rowing Club, and is also used for a number of school rowing programs, including Newburgh High School's program. The park's shoreline where rowing shells are launched includes a low-profile concrete block bulkhead. The Rowing Park also provides a public kayak launch and rental kayak storage is also available. In addition, the new waterfront trail (see discussion above) starts at the Rowing Club and extends north to Washington Street.

In addition to the above-noted City properties, several street-end rights-of-way also provide opportunities for access to the HMA, most notably at South Street and First Street. While the tunnel that once allowed South Street to pass through the railroad embankment, connecting upland residential neighborhoods with the river, no longer exists, the **South Street right-of-way** between the embankment and the water still does. Where it meets the water, the street end marks the northern terminus of the existing riverfront walkway. Privately owned marina docks from the Blu Pointe Marina (see below)

encroach northward into the extension of the right-of-way. The South Street shoreline is one of the few sections of the City's waterfront not fortified by structural shore protection measures. The City has completed construction plans for a new waterfront park and related shoreline protection measures at the South Street right-of-way. The City is currently seeking funding for the project.

The **First Street right-of-way** is to the south of the southern terminus of the riverfront walkway. The right-of-way, though previously used for commercial and industrial activities and extending into the HMA, was designated by the City as the site of a public fishing pier. Plans for the pier were approved by state and regulatory agencies and the pier was constructed in 2009.

Between First and South streets, City rights-of-way associated with Second, Third, Fourth and Fifth streets extend as pedestrian walkways from Front Street, through properties now occupied by waterfront restaurants and Newburgh Landing, and effectively end at the riverfront walkway.

Privately owned facilities providing opportunities for recreational boating in the HMA include the marina facilities of the Newburgh Yacht Club, the boat slips associated with the Pier-Loun residential condominium and two commercial marinas (Blue Pointe and Riverfront Marina). A third commercial marina, the Gull Harbour Marina, located north of the Newburgh Boat Launch, did not open in 2016.

The **Newburgh Yacht Club** in the northern part of the HMA is one of the oldest boat clubs in the Hudson Valley and the oldest existing marina in the City. Established in 1885, the club moved to its present site in 1905 and provides over 100 boat slips, winter boat storage, a fuel dock and a waterfront restaurant. A timber pile breakwater back-filled with stone in the HMA provides a sheltered environment for the club's marina. Just north of the yacht club, at the northern boundary of the HMA, the **Pier-Loun condominium** provides boat docking and berthing facilities along its bulkheaded shoreline.

The two commercial marinas provide seasonal rentals of boat slips as well as transient slips and/or dockage for visiting boaters. **Blue Pointe Marina** adjoins South Street at the northern terminus of the riverfront walkway and provides dockage space and 50 boat slips, including space and amenities for visiting boaters who are patrons of the adjoining restaurant in the Front Street restaurant district, and dock space for Hudson River excursion vessels that provide opportunities for public enjoyment of the river.

The **Riverfront Marina**, near the southern terminus of the riverfront walkway and the Front Street restaurant district, provides dockage space, over 120 boat slips, a vessel-waste pump-out facility, and other amenities for its patrons.

Farther south on the waterfront is the **Gull Harbour-American Dock property**. Until the 2016 season, the site had been home to a commercial marina, providing over 200 boat slips for seasonal rental and space used by commercial vessels chartered for recreational fishing. The marina facilities also supported water-dependent commercial/industrial businesses, including dock-building and bulkheading

services. However, the marina and water-dependent businesses are no longer in operation and the property is currently for sale.

The Gull Harbour-American Dock property is also used for operation of the Metro-North Railroad Ferry-Rail link, which provides passenger ferry service from the **Newburgh-Beacon ferry dock** to the Metro-North train station across the river in Beacon. The ferry operation is funded by the New York Metropolitan Transportation Authority and operated by a private contractor, NY Waterway. The ferry dock is privately owned; its operation is in accordance with lease agreements with the City and Metro-North. In addition, 250 free parking spaces for ferry patrons are provided on the property. Several hundred passengers are reported to use the ferry each weekday to reach the Beacon train station, where parking is limited, for access to the Metro-North rail line to New York City. Bus service to the train station via the Newburgh-Beacon Bridge is provided by the ferry operator when river ice conditions force cancellation of the ferry service. This service is available weekdays between 5:30 am and 9:00 pm, for trips across the river linking the Newburgh waterfront with attractions in Beacon and the Metro North Hudson Rail line.

In addition to the public and private water-dependent facilities described above, several other waterfront uses and facilities help to characterize Sub-Area C. These include City facilities, existing industrial uses, properties on the waterfront that may be considered underutilized and/or opportunity areas for redevelopment and vacant properties on and near the waterfront that have been specifically identified by the city as redevelopment areas.

The **Water Pollution Control Plant** and former **incinerator site** are located on adjoining waterfront properties just north of the Ward Brothers Memorial Rowing Park. Under an inter-municipal agreement, the plant accepts and treats wastewater from the City of Newburgh, Town of Newburgh and from the Town of New Windsor. The volume of wastewater processed by the plant is within its design capacity. The incinerator site is currently used by the City for maintenance and shop functions and storage for the Water Pollution Control Plant. A new waterfront trail, as described above, traverses the site connecting Ward Brothers Memorial Rowing Park to the south, to the Newburgh Boat Launch to the north.

Properties on the waterfront that may be considered underutilized and/or opportunity areas for redevelopment include the **Regal Bag property** which has been used for industrial purposes, including water-dependent uses, since the mid-1800s. The property includes an industrial building of historical significance, has a timber bulkhead in good condition and direct access to deep water in the HMA (see Figure II-6), and is currently not using the HMA for any water-dependent purpose. The building is currently being used as artist studio and gallery space, but much of the building remains vacant and opportunities for adaptive reuse exist.

The **Gull Harbour-American Dock property**, due to its substantial size and waterfront location, is a critical opportunity area for redevelopment. The City should plan for its redevelopment and the potential loss of surface parking.

The third prominent property considered an opportunity area for redevelopment is the property known as the **Steel-Style Shipyard property** just south of the Ward Brothers Memorial Rowing Park and adjoining Quassaick Creek. The property, once the site of an active railroad yard and water-dependent industrial activities, includes two substantial, underutilized concrete-slab piers. The site represents the last remaining section of the City's once extensive industrial waterfront.

South of the former Steel-Style Shipyard is the Global Oil Company Newburgh facility which stores finished petroleum products. The facility is located west of River Road and north of Quassaick Creek. While the Newburgh facility is not in and of itself a water-dependent use, Global Oil also operates a barge to truck operation from a pier in New Windsor immediately south of Newburgh. The barge to truck operation impacts the Newburgh waterfront as trucks travel north through the area to I-84 and beyond.

b. Underwater Land Ownership

i) Public Trust Doctrine

New York, upon attaining Statehood, succeeded the King of England in ownership of all lands within the State not already granted away, including all rights and title to the navigable waters and the soil under them (Public Lands Law, Section 4; *People v. Trinity Church*, 22 N.Y. 44, 1860; *Langdon v. Mayor*, 93 N.Y. 129, 1883). Broadly speaking, the State holds title to all underwater lands not otherwise conveyed away by patents or grants. The State holds title to these tidelands and submerged lands in its sovereign capacity in trust for the use and enjoyment of the public under the *Public Trust Doctrine* (*People v. Steeplechase Park Co.*, 218 N.Y. 459, 1916; *Appleby v. City of New York*, 271 US364, 1926; *Coxe v. State*, 144 N.Y. 396, 1895). This legal doctrine emerged from the ancient concept that the sovereign had the right of way, an “incorporeal hereditament,” to all navigable streams and waterways; the underlying theory being the protection of the public interest in fisheries and navigation.

The Public Trust Doctrine provides that underwater lands and foreshore lands (i.e., lands between the high and low tide lines or mean high and low water lines) be held by the State of New York in trust for the people, who have certain rights in these lands. When the foreshore is covered by the tides, the public may use the water covering the foreshore and underwater lands for boating, bathing, fishing, recreation and other lawful purposes. When the tide is out, the public may pass over the foreshore as a means of access to reach the water for these purposes, may travel along the foreshore, and may lounge and recline on foreshore lands, provided that such activity does not cause impairment of habitat areas.

State title to the public foreshore and submerged lands, and the power of disposition, is incident and part of its sovereignty which cannot be surrendered, alienated or delegated, except for some public purpose or some reasonable use for the public benefit, and without impairing public rights in the remaining lands and water. Inherent in the nature of public trust lands is that they support diversified and important ecosystems without which many public rights, including fishing, swimming and the like, would be impossible to enjoy. The public interest demands the preservation and conservation of this

vital natural resource against pollution, overuse, destruction and infringement by others, whether public or private.

It is in the public interest that State, City and other governmental ownership of public trust lands be maintained and when possible recovered from private ownership. Where full public ownership no longer exists, the application of the Public Trust Doctrine requires that any remaining rights of the public to use such lands should be preserved and protected for present or future enjoyment.

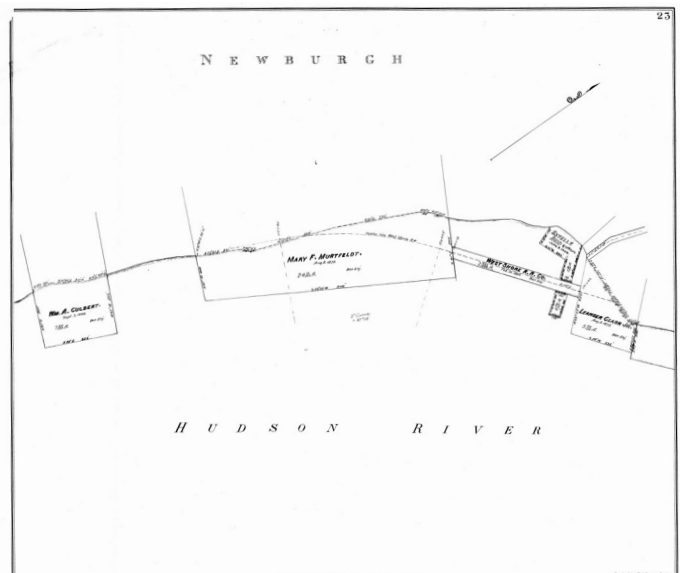
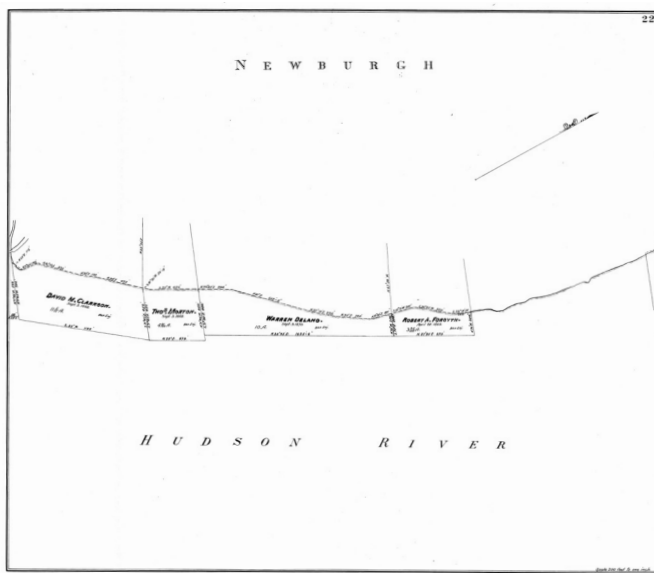
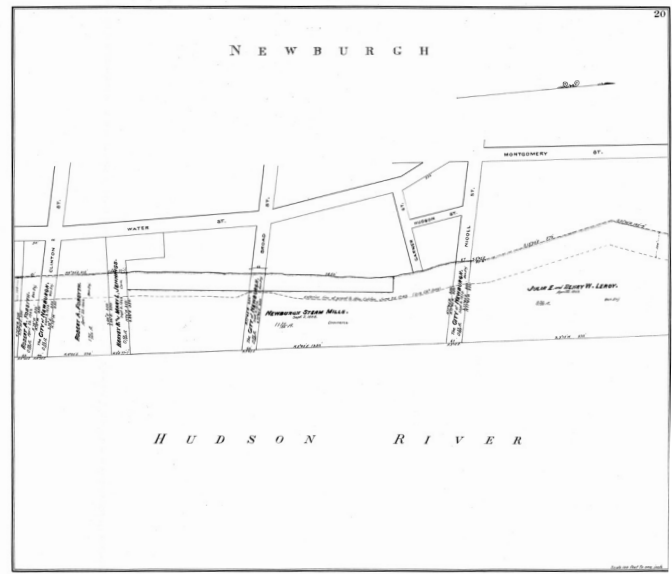
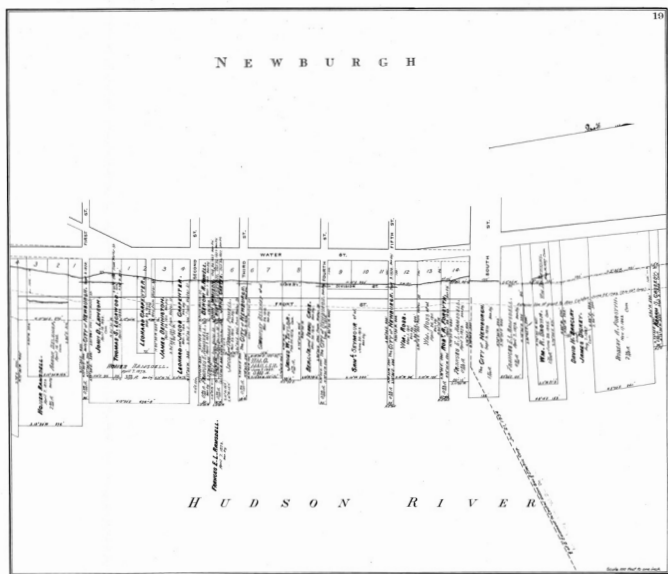
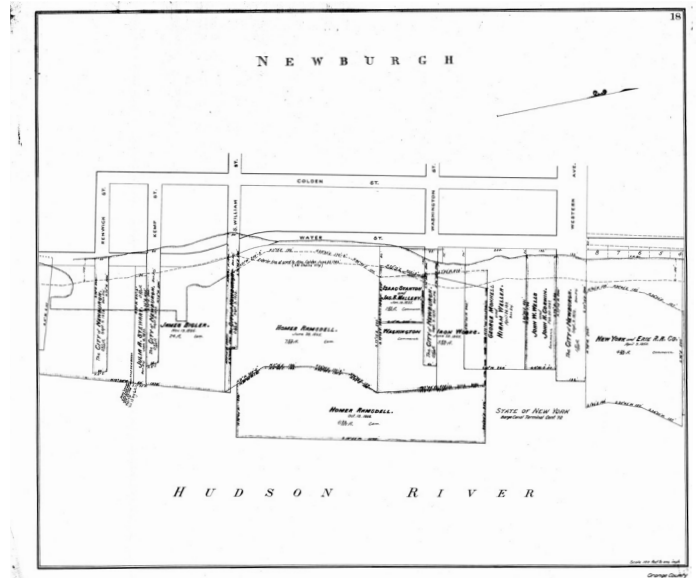
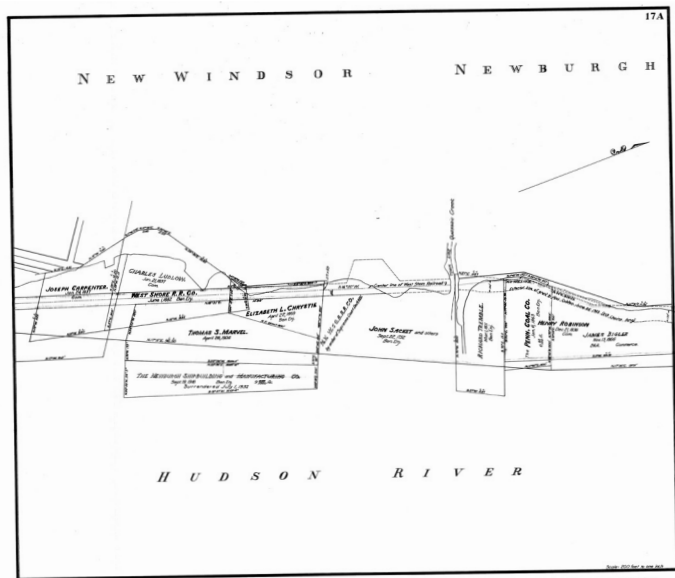
Occupation of public trust lands by littoral and riparian owners for purposes of gaining access to navigable waters should be undertaken in a reasonable manner which does not unnecessarily interfere with the public's right of passage upon, and use of the waters overlying such lands, and other public trust purposes. Considerations of public safety, resource protection and the need for access at a given location may be utilized as factors in determining the level and types of access to be provided. Public use of publicly-owned foreshore and underwater lands, and lands immediately adjacent to the shore shall be discouraged only where such use would be inappropriate for reasons of public safety, military security, or the protection of coastal resources.

ii) Underwater Land Ownership

Between and including the extensions of First and South streets into the HMA, there are 25 "land underwater grants" issued by the State of New York for private use of the submerged land (see Figures 10A and 10B). These grants, issued during the 1800s to waterfront property owners, generally extend offshore for 450 to 550 feet; they extend waterward along the entire shoreline except in the extension of the Second Street right-of-way. Included are five grants to the City in the extended rights-of-way of First, Third, Fourth, Fifth and South streets. The grants include "full beneficial enjoyment grants" through which the State issued full fee title to the land under water, and "commerce grants," which are restrictive grants that were typically issued for purposes of promoting commerce and which specify that the grant can only be used for commercial purposes. "Land underwater grants" are also found in the HMA north of South Street and south of First Street.

c. Water-Dependent and Water-Enhanced Uses

According to the Department of State (DOS), water-dependent uses refer to activities which can only be conducted on, in, over or adjacent to a water body because they require direct access to that water body and involve the use of the water as an integral part of the activity. Water-dependent uses in the LWRP area include Ward Brothers Memorial Rowing Park; the City of Newburgh wastewater treatment plant; the Newburgh Boat Launch; the Newburgh-Beacon Ferry dock facilities; the First Street Fishing Pier; the Riverfront Marina; Newburgh Landing Park and Dock; the Blu-Pointe Marina; South Street Park now in the planning stage for in-water access; and the Newburgh Yacht Club. Boat slips are available and accessory to the Pier Loun residential development. Water dependent uses are shown in Figure II-11.



*More legible electronic copies of the Underwater Land Grant Maps are on file with the City of Newburgh.

FIGURE II-10A: UNDERWATER LAND GRANTS

A water-enhanced use is defined by the DOS as one with no critical dependence on the waterfront, but whose profitability of use and enjoyment level of the users are increased significantly because the use is adjacent to or has visual access to the waterfront. Based on this definition, there are a number of water-enhanced uses in the LWRP area, including the areas adjacent to Quassaick Creek and Muchattoes Lake. Because of Newburgh's topography, many residences in the southernmost and northernmost portions of the LWRP area have excellent views of the Hudson River and surrounding Hudson Highlands. Land uses at the base of Broadway also have river views. The various waterfront restaurants and the waterfront parks are also enhanced by their waterfront location.

d. Underutilized, Abandoned or Deteriorated Sites

The LWRP area contains a number of vacant and underutilized sites, and much of the redevelopment potential in the City involves these sites. Approximately 30+ acres of these vacant and underutilized parcels are vacant, City-owned land cleared as part of urban renewal projects but never developed. These and other vacant or underutilized sites are discussed in more detail below (see Figure II-12).

i) Sub-Area A - Southern/Quassaick Creek Area

Underutilized former industrial land is located at the base of the "Heights" area adjoining Quassaick Creek. This area includes the former Provan Ford Site, a DEC-listed Brownfield site. In addition, the steep slopes rising up to the Heights neighborhood are vacant. The City intends for these slopes and the parcels along the Quassaick Creek to remain as open space, and where possible, to create a nature preserve and public hiking trail between the creek and the top of the bluff bounded by Bay View Terrace, preserving as much as possible the forest habitats, trail opportunities and creek shoreline now used heavily by fish and birds. Easements and rights-of-way are being pursued to create this trail. Fishing and wildlife viewing are water-dependent uses that currently take place in this area. Scattered vacant and underutilized heavy commercial and industrial buildings are found in the vicinity of South Robinson Avenue, Mill Street and Commercial Place. Lakeside Plaza, a shopping center located immediately east of Lake Muchattoes, has a number of vacant storefronts and is in need of redevelopment. Quassaick Creek is Newburgh's other waterfront and ample opportunity exists in the area for recreation, historic preservation and urban forestry. Further, the area around Muchattoes Lake and Lake Street present a significant opportunity for planning and redevelopment.

ii) Sub-Area B - Inland Area

Beginning in the southern portion of the inland area at Overlook Place there are a number of vacant and underutilized parcels and abandoned, deteriorating and underutilized residential and industrial buildings. Although these structures are in deteriorating condition, there is the potential for restoration and reuse. The area's close proximity to the historic Washington's Headquarters makes revitalization activities extremely important. In addition, in recent years, many of the 19th century industrial buildings located in the area have been reused as small scale manufacturing space.

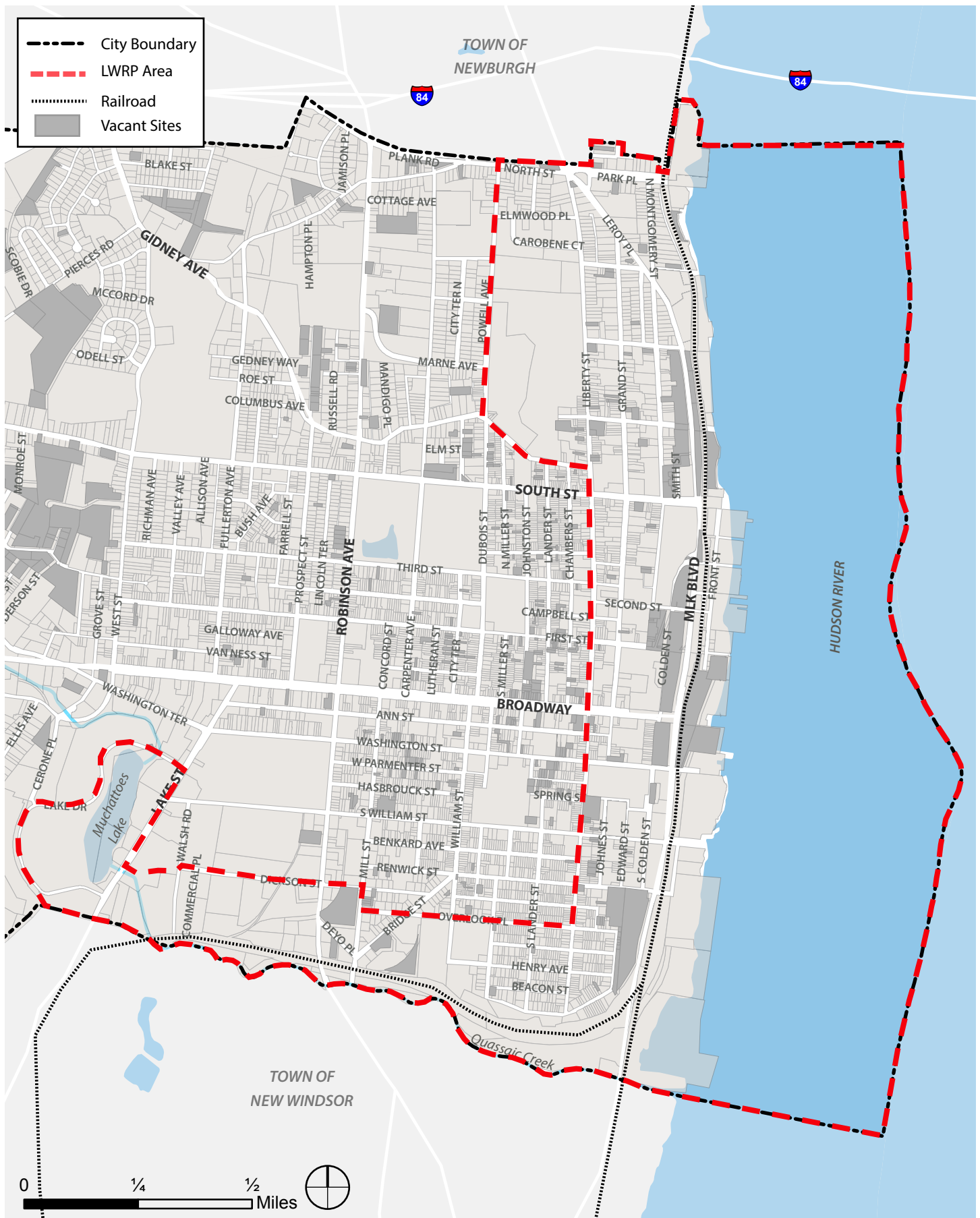


FIGURE II-12: VACANT SITES

Along Colden Street and Rev. Dr. Martin Luther King, Jr. Boulevard between Washington Street, Broadway and Second Street is a large area of vacant urban renewal land generally bounded by Broadway, Grand Street, South Street and Rev. Dr. Martin Luther King, Jr. Boulevard (see Figure II-12). Orange County Community College Newburgh Campus (including the former Key Bank building and Maple office buildings) and a private 20-unit townhouse project are west of Colden Street at Broadway. The townhouse development, adjacent to the public safety complex on Broadway, is deteriorating.

Between South Street and Broad Street is a large amount of vacant land along Rev. Dr. Martin Luther King, Jr. Boulevard. The NYS Department of Transportation has reconstructed the street and made improvements to the Newburgh-Beacon Bridge, making this area more accessible. On-street parking on Rev. Dr. Martin Luther King, Jr. Boulevard has been provided, as well as additional traffic control, in order to make this area viable for redevelopment for commercial or other uses.

Throughout the inland area, there are a number of isolated vacant parcels that would be suitable for infill development in conjunction with the existing commercial and neighborhood redevelopment and revitalization activities.

iii) Sub-Area C - Waterfront Area

Several sites along Newburgh's waterfront are vacant, underutilized, deteriorating or abandoned. Vacant properties on and near the waterfront have been specifically targeted by the City for redevelopment or adaptive re-use. These include the **Consolidated Iron and Metal redevelopment area** at the foot of Washington Street, next to the Newburgh boat launch. This site, a former landfill, was remediated under the direction of the Environmental Protection Agency. Its shoreline is stabilized with rubble, riprap and broken concrete, with hidden structures and debris in the waters immediately offshore. Redevelopment will provide opportunities for better public waterfront access.

Other properties targeted for redevelopment include the vacant **Gull Harbour-American Dock property**, and vacant land between Colden Street and Rev. Dr. Martin Luther King, Jr. Boulevard and between the boulevard and Montgomery Street. These areas have potential for more intensive water-enhanced and/or water dependent uses.

e. Public Access and Recreational Facilities

A key element of public access is the Public Trust Doctrine, based on a common law principle that private ownership or other impediments to the public use of certain critical lands and waters should not be allowed. The doctrine generally limits the rights of waterfront property owners below the mean high tide line. Thus, the public has the right to use the waters of the HMA for navigation, recreation and other purposes, and to access underwater lands (excluding those previously granted for private use).

Newburgh Landing Park, located on the waterfront between Third and Fourth Streets, includes Unico Park (containing a statue of Christopher Columbus dedicated in 1992), restrooms, and the adjacent

Newburgh Landing dock, which until 2014 when it was damaged, offered access to the Hudson River for tour boats. The City has plans to reconstruct the pier and for improvements to the park's landscaping. The City retained ownership of a 20-foot linear strip of riverfront property extending from Carpenter Street to the south and South Street to the north and abutting commercial development along Front Street for the development of a riverfront walkway. Construction of the 12-foot public riverfront walkway, designed with period lighting, street trees, benches and waste receptacles, was completed in 2001. In addition, a public fishing pier is located at the eastern limit of First Street. A public parking area on the west side of Front Street provides access to these amenities.

The City Council dedicated 100 feet of land located at the southern end of the wastewater treatment plant parcel to the Newburgh Rowing Club for a park for public access to the Hudson River, designated as Ward Brothers Memorial Rowing Park. The Newburgh Rowing Club agreed to improve the property and a boat house was constructed in 2005.

The Newburgh Yacht Club, another recreational facility, is not easily accessible. Public access by way of Park Place requires traveling a narrow roadway and entering through a single-lane railroad underpass. Inaccessibility limits this area's availability; however a restaurant attached to the club is open to the public.

Although at one time Muchattoes Lake was used for ice skating activities, it currently offers limited opportunity for recreational activities and public access. There is a City-owned parcel located to the north of the Lake that, with the assistance of a DEC Environmental Justice grant, has been cleared and made available to the public for passive recreation and fishing.

Figure II-13 shows the City's parks. There are numerous parks, a riverfront walkway and several trails located within the LWRP area. Table II-1 identifies the parks, walkway and trails in the LWRP area.

Table II-1: Newburgh Parks and Trails (See Figure II-13)

Parks			
A	9/11 Memorial Park (Park Place)	G	Quassaick Creek Estuary Preserve & Trail (proposed)
B	Audrey Carey Park (Liberty Street)	H	Tyrone Crabb Park (Grand/South St.)
C	Downing-Vaux Park (Broadway/Colden St.)	I	Newburgh Landing/Unico Park (waterfront)
D	Gidney Avenue Basketball Courts	J	Ward Brothers Memorial Rowing Park (waterfront)
E	Future South Street Park	K	Xavier Lunan Park (Courtney Avenue)
F	Newburgh Boat Launch (waterfront)	L	Washington's Headquarters
Trails			
City Riverfront Walkway and Trail (see Figure II-14)			
NYSDOT Bike Trail 17			
Hudson River Valley Greenway "Trail of Two Cities"			
Monumental Newburgh			

Source: City of Newburgh, 2016

The City recently completed a waterfront trail extending north from the Ward Brothers Memorial Rowing Park to Washington Street and traversing the Wastewater Treatment Plant and the former Consolidated Iron site (see Figure II-14). The City also has plans for a new park located at the South Street Right-of-Way.



Figure II-14: Newburgh Waterfront Trail.

Lastly, there is limited direct public access to the Quassaick Creek area of the waterfront. The City supports the development of a Quassaick Creek Estuary Preserve and Trail, which would establish a nature preserve for fishing and wildlife viewing, and a Greenway Trail to link future parkland currently owned by Orange County in the Town of New Windsor (the former Diamond Candle property) with future parklands owned by the City and ultimately, if possible, River Road on the east and Robinson Avenue to the west, then eventually farther west. The existing sewer right-of-way and the railroad right-of-way between Quassaick Creek and Bayview Terrace offer opportunities for multiple uses such as hiking trails. The City plans to finish restoring the historic twin-arch bridge spanning the creek at the candle factory parcel to create a pedestrian link in the Greenway Trail connecting the Newburgh portion of the Estuary Preserve Trail with the New Windsor side of the creek. Initially, municipal-owned parcels will be included in the Estuary Preserve and Trail, with other lands in this area to be added where possible.

f. Zoning

Zoning is the primary land use control device available to the City. The City adopted a new Zoning Code in 2015 to implement the recommendations contained in the 2008 *"Plan-It Newburgh"* Sustainable Master Plan and the 2011 City of Newburgh Future Land Use Plan. As part of the amendments to the Zoning Code, new zoning was adopted within the City's LWRP area that seek to provide for the redevelopment and adaptive reuse of the City's waterfront as well as those neighborhoods proximate thereto. This new Code replaced the previous Zoning Code with a hybrid code containing both

traditional zoning districts and form-based districts. The zoning districts that are included within the LWRP area are indicated in Table II-2 and Figure II-15.

Table II-2: Newburgh Zoning Districts within the LWRP Area

Zoning District	Description
<i>Traditional Zoning Districts</i>	
CD	Commercial District
IND	Industrial
INS	Institutional
PK	Park
OS	Open Space
R-Low	Residential – Low-Density
R-M	Residential – Medium-Density
R-High	Residential – High Density
<i>Form-Based Districts</i>	
BC	Broadway Corridor
DN	Downtown Neighborhood
PWD	Planned Waterfront District
WG	Waterfront Gateway
<i>Overlay Districts</i>	
EEH	East End Historic District Overlay
NC	Neighborhood Commercial Overlay
WPO	Waterbody Protection Overlay
Source: City of Newburgh Zoning Code, 2015.	

There are eight traditional zoning districts, four form-based districts and three overlay district within the LWRP area. Sub-Area A – Southern/Quassaick Creek Area is entirely comprised of traditional zoning districts and includes a mix of Commercial (CD), Industrial (IND), Institutional (INS), Low-, Medium-, and High-density residential (R-Low, R-Med and R-High), and Open Space (OS) districts. Within Area A, the Waterbody Protection Overlay (WPO) zone is mapped over Muchattoes Lake and Quassaick Creek and all land lying within 100 feet of the top of the bank of each of these waterbodies. In addition, the East End Historic District Overlay (EEH) zone is mapped on in the southeastern portion of Area A, specifically south of Overlook Place and east of Monument Street.

Sub-Area B – Inland Area is comprised of a mix of traditional and form-based districts including R-Low, R-Med and R-High, INS, Parks (PK), OS, Broadway Corridor (BC), Downtown Neighborhood (DN), and Waterfront Gateway (WG). The Neighborhood Commercial Overlay (NC) zone is mapped on parcels zoned R-Low and R-Med located one to two blocks south and north of South Street, respectively. In addition, the EEH is mapped on the majority of Area B, roughly west of Montgomery, Grand and Colden Streets and east of Powell Avenue and Liberty Street.

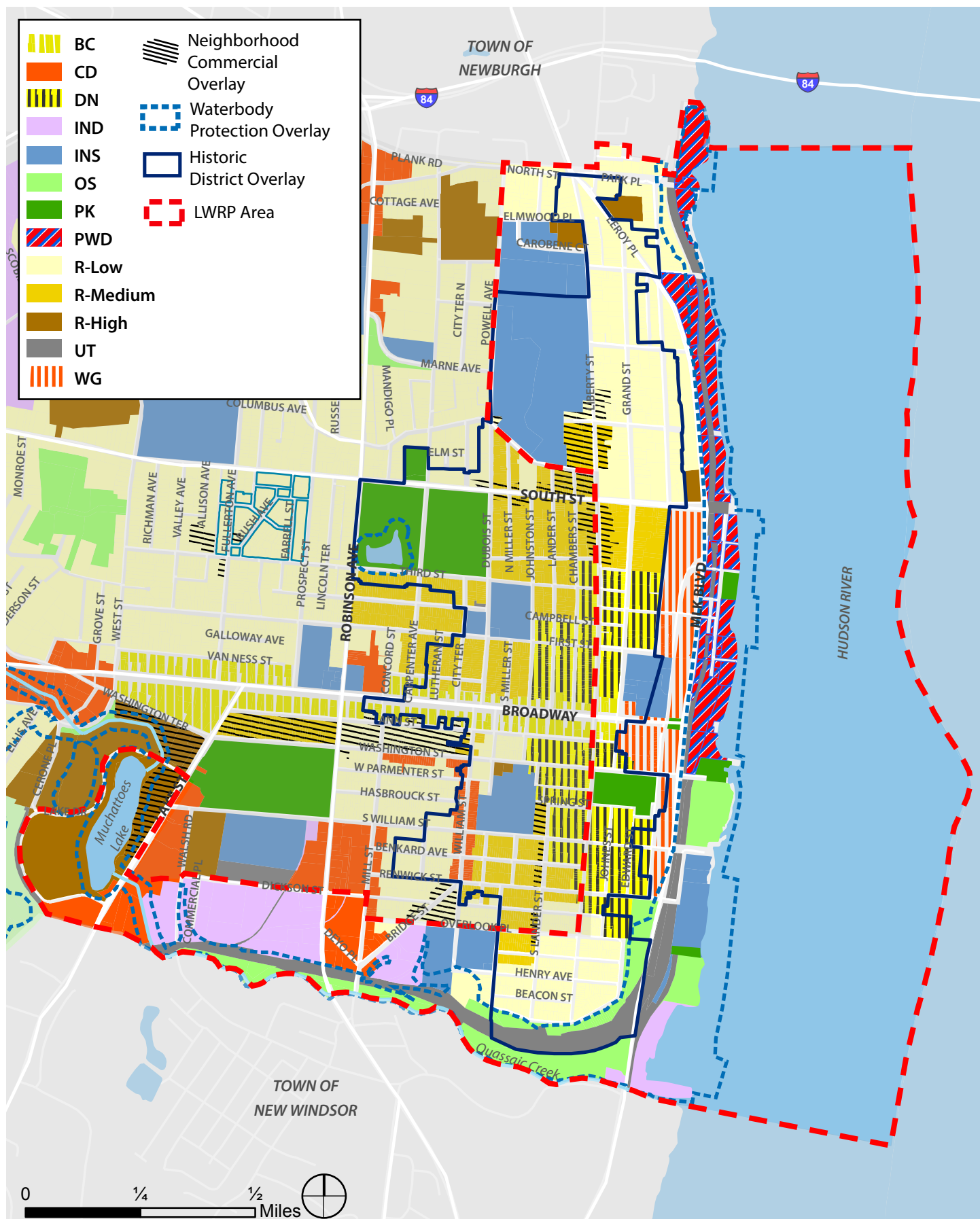


FIGURE II-15: EXISTING ZONING DISTRICTS

Sub-Area C – Waterfront Area is largely comprised of the form-based Planned Waterfront District (PWD), which is mapped roughly north of Washington Street and north to the City’s municipal boundary with the Town of Newburgh. The Waterfront Area contains IND and INS zoned parcels to the south and PK and OS scattered between the southern LWRP area boundary and 4th Street.

The form-based zoning districts seek to promote a more urban, walkable, and vibrant downtown by providing flexibility and variety with respect to uses within buildings, ensuring that new development is compatible with the existing urban fabric of downtown, and by providing guidelines for the redevelopment of the waterfront. The most prominent waterfront-related districts in the LWRP area are the WG and PWD zones. The WG zone seeks to maximize the residential and commercial density of new development. New projects in this zone should capitalize on the dramatic views of the Hudson River Valley, while protecting the views of the river from upland areas. Maximum permitted height in this district is 8 stories/95 feet.

The PWD zone is intended to revitalize the waterfront and establish the City as a regional destination along the Hudson River. Within this district, water-dependent and water-enhanced uses are encouraged. A broad mix of uses, including housing, commercial, cultural, and open space uses are allowed. The physical form and orientation of buildings within the PWD should reflect the importance of the Hudson River to the successful redevelopment of the waterfront and should encourage activation of the waterfront through increased pedestrian utilization. Shopfront buildings and rowhouses, along with civic buildings, are permitted within this district. Parking lots, both structured and surface, should be primarily located adjacent to the railroad tracks. This allows parking to be screened from vantage points to the east and west. Maximum permitted heights in the PWD are 6 stories/65 feet. The PWD zone also requires that all lots having the Hudson River as part of its boundary provide both physical and visual public access to the waterfront (see Section 8. Scenic Resources and Important Vistas section below).

g. Historic Structures, Sites and Districts

The first Newburgh inhabitants were the Waoraneck band of the Algonquins; these native peoples moved west and north away from the European settlements that followed them at the turn of the 18th century. Newburgh is situated at the eastern boundary of territory purchased from the Algonquins by colonial Governor Dongan in 1684. Within this territory, “The German Patent” of 1714 was the land grant that housed the Palatine refugees from Rhineland, Germany who developed the first European village at what is now Newburgh. They also moved west to find more hospitable farmland, and “The Parish by the Quassaick” evolved into the Village of Newburgh with mostly English, Scottish, Irish and Huguenot settlers building a market town along the Hudson River.

Newburgh was George Washington’s longest-held headquarters during the Revolutionary War, chosen because of its strategic location along the river, which the British saw as the prize to capture to split the colonies. Washington’s Headquarters State Historic Site is the first state historic site in the nation, designated for protection in 1850 (see Figure II-16).

Newburgh is the first town north of the Hudson Highlands with a gradual rise from the shoreline that could accommodate wagons, making it a natural port for goods produced in and shipped to Orange County. With water depths over 20 feet at its shoreline, the city could accommodate large sailing vessels, barges and steamships. Docks, wharves and warehouses filled much of Newburgh's 18th and 19th century waterfront. Ferry service between Newburgh and Fishkill began in 1743, one of the earliest state ferry charters, serving both local communities and the growing route to New England from this point on the Hudson. By the 1850s, railroad service on the west shore reached south of Newburgh, and by the 1880s was completed through the city via the stone railroad trestle still in use.

Newburgh grew from parish (1709) to village (1800) to city (1865). The city's major industries have been freight forwarding, wool and cotton mills, ship-building, foundries and boiler making to support the ship and railroad industries, clothing and furniture manufacturing, bottling companies, leather and artificial leather production and an Air Force base that fed the economy between World War II and the Vietnam War.

The city saw its population peak just after World War II, at 31,956 people in 1950. Population fell after mid-century from a combination of national and regional factors, including the development of the interstate highway system and suburbs, the loss of American dominance in heavy industry, utility and taxation incentives that pulled industry south and west, the opening of the Newburgh-Beacon Bridge which carried traffic beyond the city limits, the boom in higher-education (making the city's youth compete for far-away jobs) and the closing of the Air Force Base that employed over 6,000 people.

As retail establishments closed in the wake of these declines, vacant buildings dotted the landscape, especially in the old city center. Property was abandoned, converted to inappropriate use or sold to speculators. In the 1950s, the City Council began an urban renewal program prompted by new federal subsidy programs devised to revitalize cities like Newburgh. By purchase, tax foreclosures or eminent domain seizures, the City acquired most waterfront district lands under the urban renewal program. The devastation witnessed during the clearing of over 30 acres in the core of the old city gave rise to the preservation movement to save what was left of 18th and 19th century Newburgh.

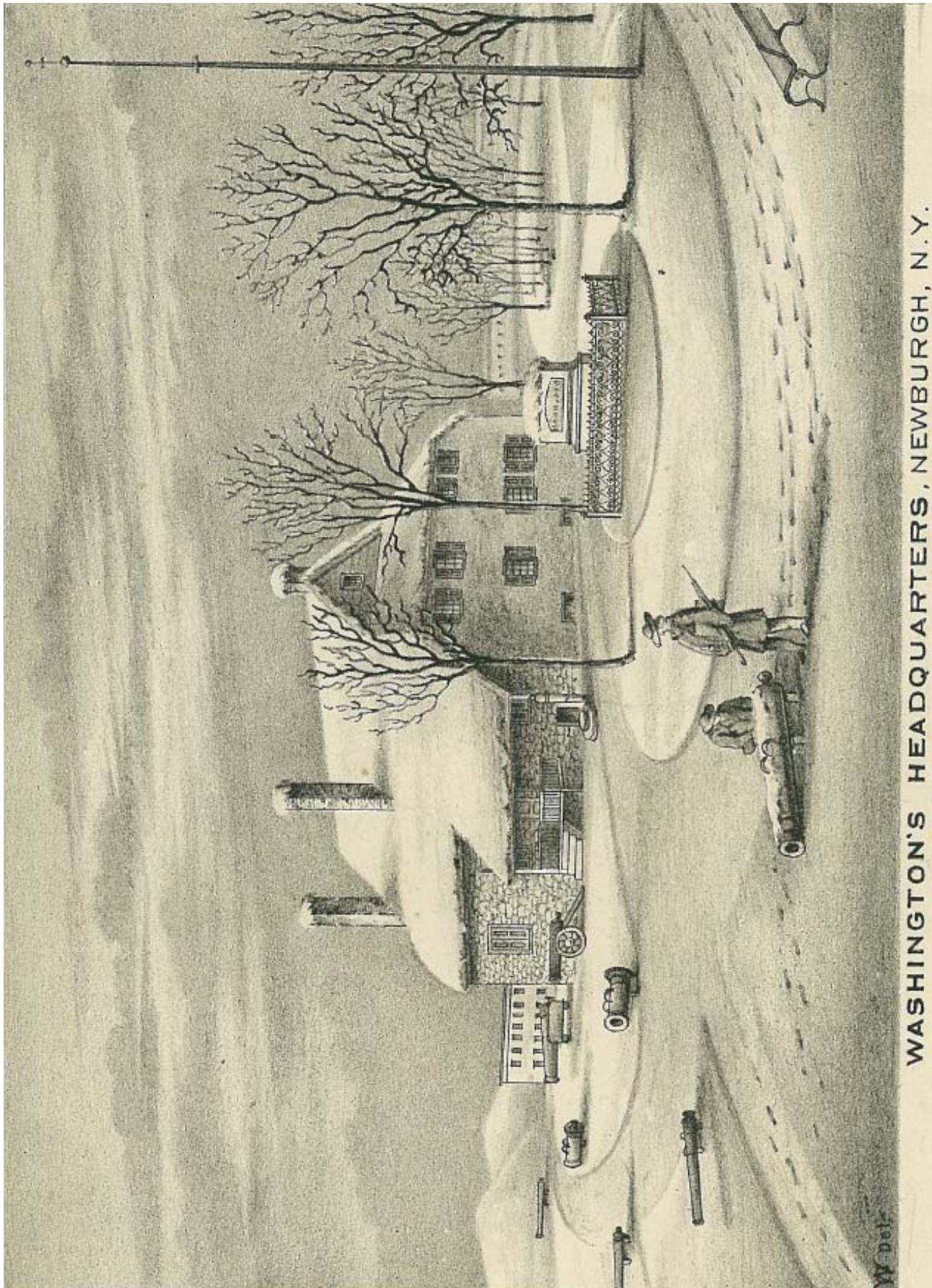


FIGURE II-16: HISTORIC VIEW OF WASHINGTON'S HEADQUARTERS

On July 16, 1973, an area at Montgomery/Grand/Liberty Streets was listed on the National Register of Historic Places. It was expanded on September 12, 1985, and is now identified as the East End Historic District. The district, shown in Figure II-17, is the largest in the State outside of New York City and includes a large portion of the LWRP area. The district is regulated by the Historic District Overlay regulations set forth in Article VI of the City Code of Ordinance. The Historic District Overlay regulations establish an Architectural Review Commission (ARC) who is tasked with, among other things, ensuring the harmonious, orderly, and efficient growth and development of the City; enhancing the visual character of the City by encouraging new design and construction that complements the City's historic buildings; and to protecting and promoting the economic benefits of historic preservation to the City, its inhabitants and visitors. The main duty of the ARC is to exercise aesthetic judgment to maintain the character of historic and architectural design districts, or a landmark, and to prevent construction, reconstruction, alteration or demolition which would be out of harmony with the architectural aesthetics, style, materials, colors, line and details of the district and/or landmark. The ARC, in its deliberations on projects and actions located within the East End Historic District, shall be guided by the East End Historic District Guidelines, adopted by the City Council in 2008.

A number of historic structures and sites are located within the LWRP area. As stated above, Washington's Headquarters (Jonathan Hasbrouck House) on Liberty and Washington Streets is a National Historic Landmark property and museum operated by the Palisades Interstate Park Commission. Other structures and sites listed on the National Register include the following (identified on Figure II-17):

- 1) David Crawford House - 189 Montgomery Street
- 2) Dutch Reformed Church - Grand and 3rd Streets, NE Corner (designated a National Historic Landmark and also recognized by the World Monuments Fund)
- 3) Newburgh (New York State) Armory – Broadway
- 4) United States Post Office – Newburgh
- 5) Old Town Cemetery – Grand, Liberty and South Streets

In addition, the Old Town Cemetery and Palatine Church site received State Register listing on May 3, 2000.

h. Scenic Resources and Important Vistas

The scenic quality associated with the Hudson River is among the most important of the City's environmental resources. The Hudson River at Newburgh has historically been known for its spectacular panoramic views, including the river and the hills, mountains and Hudson Highlands that surround it. Vistas were so unique that the Hudson River School of landscape painting was formed in the mid-19th century to capture the scenery of the Hudson River Valley and surrounding area, among other areas. An example of this school of painting is shown in Figure II-18.

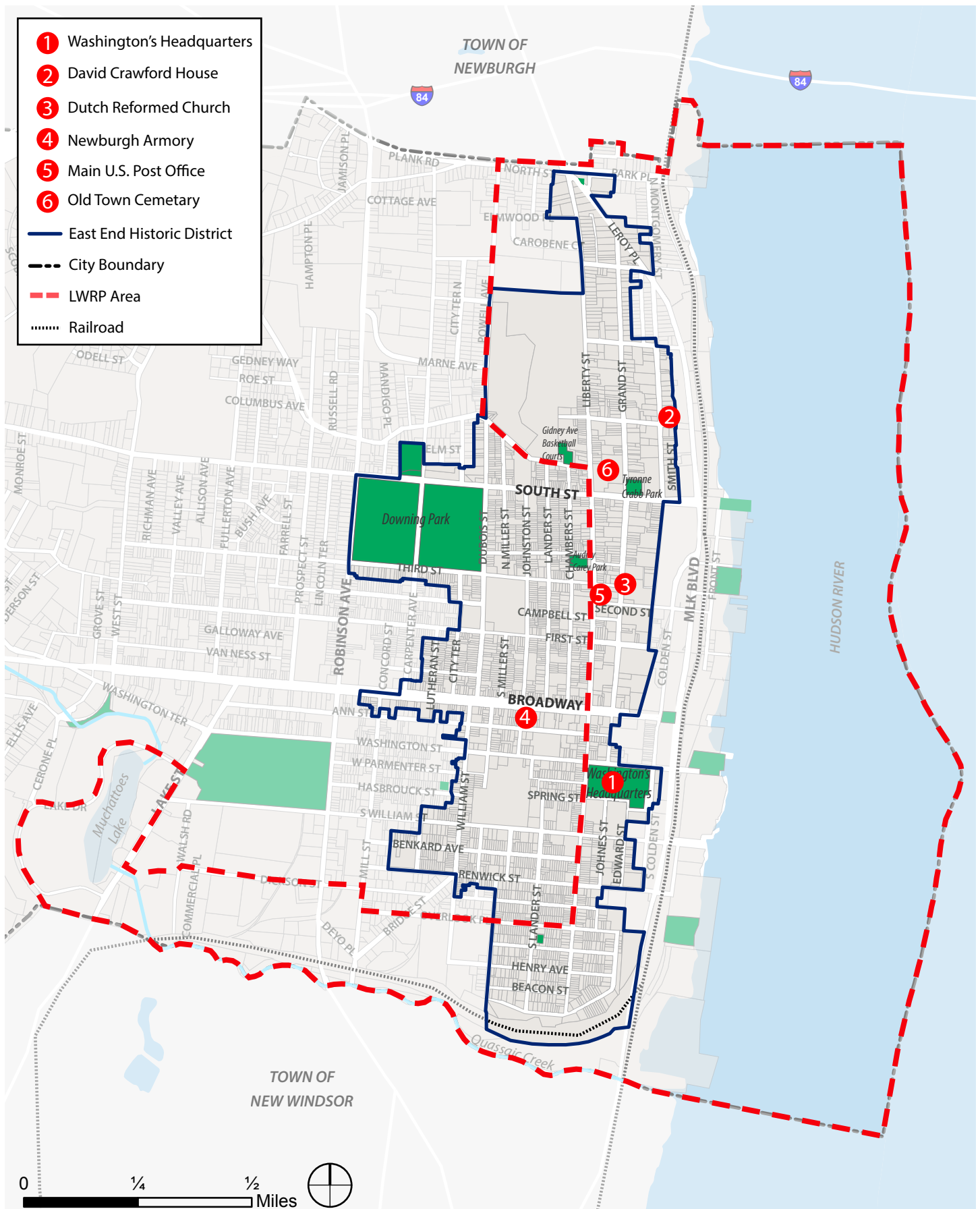


FIGURE II-17: EAST END HISTORIC DISTRICT



FIGURE II-18: *VIEW OF HIGHLANDS FROM NEWBURGH, NEW YORK*: THOMAS DOUGHTY

As the Hudson River School of painting translated the splendor and power of the river's scenery onto huge canvases, so did the architects of local buildings who placed their best works on large estates where they could enjoy the spectacular views and in turn improve their surroundings.¹

Although no upland area in the City has been designated a Scenic Area of Statewide Significance (SASS), the Hudson Highlands SASS extends from the southern boundary of the City to a point opposite the northern end of Dennings Point. The SASS is located on the east side of the Hudson River, south of the City of Beacon, and includes the Hudson River from the mean high tide line on the western shore, thereby including river waters within the City of Newburgh. It is included within the HH-27 Dutchess Junction Subunit. A map of this SASS, with accompanying narrative, is found in the appendix to this LWRP.

This subunit is comprised of the flat and gently sloping shorelands of the Hudson River which give way to the gently rolling hillside below the steep mountains of the Scofield and Breakneck Ridges in the Hudson Highlands State Park subunit. It includes a largely undisturbed bank of the Hudson River, separated from the upland by the railroad. Whether within or outside a designated SASS, all proposed actions subject to review under federal and State coastal acts or a Local Waterfront Revitalization Program must be assessed to determine whether the action would affect a scenic resource and whether the action would be likely to impair the scenic beauty of the scenic resource.

Many of the sites within the Newburgh LWRP area have substantial vistas and panoramic views of the water and surrounding landscape. Because the topography in the City steps up to form plateaus at varying elevations, structures as far west as Liberty Street have visual access to the river in some locations. Developments along the foot of Broadway and on the east side of Montgomery Street have virtually unobstructed views of the river and its surroundings.

As part of the 2015 Zoning Code update, the City adopted regulations to protect, preserve and enhance scenic public views within the WG, PWD and portions of the DN zoning districts. Article XI: Site Plan Review, Application and Approval of the Code of Ordinances requires an additional viewshed analysis for projects located within the WG, PWD, and portions of the DN Districts. The purpose of this review is to ensure protection and enhancement of the City's scenic viewshed, comprised of natural, aesthetic and cultural resources formed by the landscape and geologic features of the City. Through this statute the City intends to preserve scenic views to and from the Hudson River, the Hudson Highlands and the east bank of the Hudson River. The views from the following locations are recognized by the City of Newburgh as providing significant benefits to the residents and visitors of Newburgh and as important parts of Newburgh's cultural heritage. The detailed description of the current views is noted specifically to highlight the character of the current view as emphasis to the importance of its preservation.

¹ Barry Benepe and Arthur Channing Downs, Jr., *Newburgh Revealed* (Newburgh New York, 1983).

- The **Dutch Reformed Church** at Montgomery and South Streets. From this vantage point looking south-southeast, the view is of Hudson Highlands, Bannerman's Island, and the Hudson River.
- **Washington's Headquarters.** The views to the southeast and east focus on the Hudson River and mountains beyond. The Hudson River, the lawn and the roofline of the building in the center of the view are horizontal in design. To the northeast there is a clear view of the Hudson River, the mountains beyond and the Newburgh-Beacon Bridge.
- **Broadway and Colden Street.** The foreground is occupied by open space identified for pedestrian walkways to the northeast to the waterfront. Marine Drive, in the middle ground, runs parallel to the Hudson River. On the Hudson River's edge are low buildings that do not obstruct the view. The Newburgh-Beacon Bridge fades into the horizon. The view to the southeast features the sloping parkland in the foreground, low industrial buildings and a marina bay in the middle ground. The southeast view is dominated by the Hudson River, and the Hudson Highlands. There is some light industrial use presently in the middle ground. The foreground is sloping parkland and an undeveloped site.
- **Newburgh Public Free Library.** The view from the eastern wall of the Newburgh Free Library, at an elevation of approximately 100 feet above sea level, provides a view of the Hudson River.
- **First Street and Montgomery Street.** The view to the south terminates at Orange County Community College. The north-facing view is of the Hudson Highlands, the Hudson River and the Newburgh-Beacon Bridge. Existing structures on the waterfront frame the bottom of the view from this highpoint.
- **Bay View Terrace.** The views from Bay View Terrace, between Overlook Place and Monument Street, offer views of the Hudson River, the Hudson Highlands, Bannerman's Island and points north and south.

All applications for site plan approval within the WG, PWD or DN Districts are required to be evaluated for their impacts to the scenic views defined above during the site plan review process. Visual impact analysis for applications requiring site plan approval are evaluated by the Planning Board. If the application does not require site plan approval, the visual impact analysis is evaluated by the Building Inspector. To assist in the visual impact evaluation, the City Planning Board refers all applications for site plan approval within the WG and PWD Zoning Districts to the CAC. When making the determination of impacts to the scenic viewshed, site plan approval may only be granted by the City Planning Board if, with appropriate conditions attached, the proposed activity:

- Will not significantly impair scenic character and will be aesthetically compatible with its surroundings.
- Will minimize the removal of native vegetation, except where such removal may be necessary to open up or prevent the blockage of scenic views and panoramas from public places.
- Will locate and cluster buildings and other structures in a manner that minimizes their visibility from public places.

Further, Article XV: Form-Based Code of the Code of Ordinances requires that all new construction within the PWD preserve views of the Hudson River created by the public street grid. Specifically, construction within the right-of-way² of the following mapped streets is expressly prohibited:

- Washington Street
- Broadway.
- Second Street.
- Third Street.
- Fourth Street.
- South Street

i. Affordable Housing

Over the 12-year period ending in 2014, the total population of the Hudson Valley region increased by 7%, compared to a 2.2% gain Statewide. Counter to the population declines experienced in Western and Central New York, each of the Hudson Valley counties experienced increases in population between 2000 and 2014. Orange County grew 10%, Dutchess 6% and Ulster 2%. The region gained roughly 54,000 residents between 2000 and 2014, with more than 60% of the increase concentrated in Orange County. This increased population growth has brought with it a host of housing availability problems in the Hudson Valley and the City of Newburgh. Affordable housing is a major concern for the area. New development projects geared toward a high-end buyer are causing housing costs in the area to escalate, making affordable housing, for purchase or rental, difficult to find. The City of Newburgh currently has affordable housing that should be preserved.

In 2014, the estimated median household income in the City was \$33,125, far below the County level of \$75,998 and more than \$18,600 less than the nation as a whole. Therefore, the City has a unique need to maintain affordable housing without hindering the growth of the tax base. Likewise, in considering the definition of “affordable housing”, the City should keep in mind that its residents have lower yearly incomes than other nearby areas.

The City’s adopted Sustainable Master Plan proposes a number of measures to assure the long-term availability of affordable housing opportunities, including: adopting an affordable housing ordinance to establish a mechanism for creating and supporting permanently affordable housing units; providing that at least 10 percent of the City’s housing stock contains affordability provisions (as in the provisions of the Newburgh Waterfront Redevelopment Project); enacting inclusionary zoning measures; establishing a Community Land Trust, cooperative housing or other form of local ownership; and rent stabilization. It is assumed that the City will be drafting these proposed housing measures as it begins implementing the Sustainable Master Plan. In addition, all housing within the City of Newburgh, including the coastal area, shall conform to Chapter 190 of the Code, also known as the Minimum Housing Standards Ordinance.

² The prohibition applies to the right-of-way width from the easternmost terminus of the streets to the Hudson River shoreline.

3. NATURAL FEATURES

The most profound influence on environmental conditions and resources associated with the LWRP area is the Hudson River. Called “Muhheakantuck,” (“river that flows two ways”) by Native Americans, the river is tidally influenced as far north as Troy, New York – a distance of 160 miles from the Narrows at the mouth of the river at New York City and the Atlantic Ocean. The river's tidal region, including the HMA, is part of the Hudson River Estuary, a rich ecological system formed in part by the mixing of freshwater from the river with saltwater from the ocean. The State’s Hudson River Estuary Program was formed to conserve its natural resources and sustain their benefits, and is implemented through a partnership of governmental agencies and private organizations directed by the DEC. Prominent environmental conditions and resources of the HMA can be described with respect to surface water resources and quality, fish and wildlife habitat, wetland resources and the ongoing natural processes of flooding and shoreline erosion. The natural resources of the Hudson River and its Quassaick Creek tributary provide a variety of irreplaceable ecological functions as well as significant cultural and economic values.

a. Topography

Topography in Newburgh's LWRP area is characterized by relatively flat areas between the Hudson River and the West Shore Railroad tracks and moderate to excessive slopes further inland. These slopes result in a topographical change of up to 300 feet within the northern section of the LWRP area. A major portion of Mount St. Mary College, for example, is situated 240-300 feet above the shore line, providing extensive views across the Hudson River Valley. As noted earlier, the residential district bounded by Bay View Terrace and Overlook Place at the south end of the LWRP area also has scenic views of the river and surrounding Highlands. Figure II-19 illustrates the City’s topographic pattern.

i) Sub-Area A - Southern/Quassaick Creek Area

In this area, steep slopes are prevalent between the creek, railroad line and Bay View Terrace. The terrain rises from river level to an elevation of approximately 140 feet above msl at the edge of a plateau. Bay View Terrace is located at the plateau’s edge, and there is no level terrain along the street’s eastern or southern edge to situate structures. As a result, homes fronting the western and northern side of the road and pedestrians walking along its sidewalks have excellent, uninterrupted views of Newburgh’s shoreline, the Hudson River and surrounding highlands.

ii) Sub-Area B - Inland Area

As discussed, the inland portion of the LWRP area steps up from the river line to a broad plateau, the edge of which is readily identifiable at the eastern end of Broadway. Many properties and buildings with river views are notably in better condition than properties without river views. This would indicate that river view properties are desirable locations in the city, and worth the necessary investment to rehabilitate and reuse them.

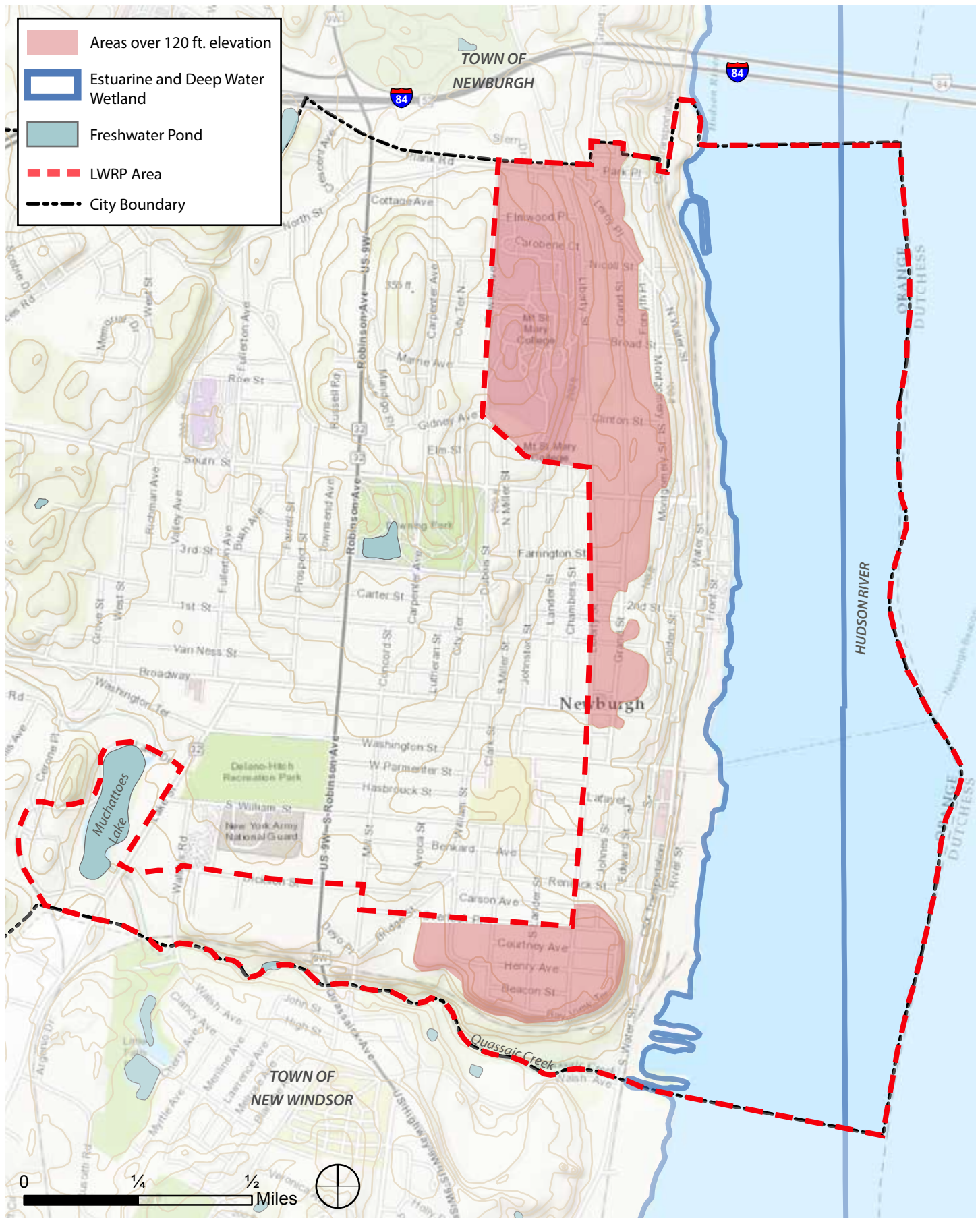


FIGURE II-19: NEWBURGH TOPOGRAPHY, ELEVATION & WETLANDS

Much of the remaining undeveloped land in the waterfront area consists of urban renewal parcels constrained to some extent by steep topography. Although these topographical characteristics require special consideration during site preparation and development, these properties also provide opportunities to developers to take full advantage of the waterfront views.

iii) Sub-Area C - Waterfront Area

Topography in the waterfront area, between the river and the railroad lines/Rev. Dr. Martin Luther King, Jr. Boulevard, is flat with slight increases in topography occurring just north of Second Street. At First Street, the railroad tracks are elevated and at-grade crossing is not possible. Underpasses for vehicular and pedestrian access to the immediate shoreline occur at Carpenter Street, First Street, Second Street, Third Street and Fourth Street. The underpass at Fifth Street is being rebuilt as part of CSX's bridge replacement project in this location.

b. Soil and Bedrock Formations

According to the Development Considerations Map provided by the Department of State for the Coastal Management Program³, the majority of land within the LWRP area has a high water table and shallow soils with the exception of the following two areas: 1) the land area in the vicinity of the Newburgh Yacht Club; and 2) the land area bounded by Rev. Dr. Martin Luther King, Jr. Boulevard on the east, Nicoll Street on the north, Montgomery Street on the west and South Street on the south. The latter area is partially vacant urban renewal land in the southwest corner, the site of high-rise public housing in the southeast corner and urban renewal land along Rev. Dr. Martin Luther King, Jr. Boulevard.

c. Navigation

The Federal navigation channel at Newburgh has a width of approximately ¾-mile and depths ranging from 19 to 45 feet (see Figure II-20). Within the HMA the depth of the navigation channel ranges from 32 feet to 45 feet ranging. The navigation channel and related deep water is located very close to Newburgh's Hudson River shoreline at a distance ranging from zero feet at approximately South Street to approximately 600 feet at the mouth of Quassaick Creek. There are also submarine pipeline and cable areas charted in the central portion of the HMA.

² All references to the New York State Coastal Management Program (NYSCMP) refer to the State of New York Coastal Management Program and Final Impact Statement prepared by the U.S. Department of Commerce, Office of Coastal Zone Management and New York Department of State, August 1982.

Opportunities for mooring and anchoring in the HMA are limited due to the deep water (generally greater than 30 feet at mean low water) near the shoreline and the proximity to the shoreline of the federal navigation channel. Nevertheless, opportunities for providing designated mooring and anchoring locations in appropriate locations along the shoreline, particularly as part of waterfront redevelopment projects, should be considered.

In addition, there is a need for continued and ongoing awareness of water and waterfront conditions to identify the presence of any significant amounts of floating debris, and to maintain effective procedures for prompt removal or marking of any obstructions or hazards to navigation that may be identified.

d. Flood Hazard Areas and Sea Level Rise

Flood Hazard Areas are designated by the National Flood Insurance Program (NFIP) and include those areas within the 100-year and 500-year floodplain. A Flood Insurance Rate Map (FIRM) is prepared by the Federal Emergency Management Agency (FEMA) for each municipality which illustrates the Flood Hazard Areas, or areas subject to inundation by a flood having a 1 percent or greater (100-year flood) probability as well as areas having a 0.2 percent or greater (500-year flood) probability of being equaled or exceeded in any given year. The FIRMs for the City of Newburgh were last updated in 2009 (see Figure II-21). Sections of the City's Hudson River waterfront, including most of the filled and bulkheaded areas, as well as the area adjacent to the banks of the Quassaick Creek are within the 100-year flood hazard area (see Figure II-21). The 100-year flood hazard area comprises approximately 5.5-acres of land area in the City.

Flooding and shoreline erosion are natural, ongoing processes that will continue to affect the City's shoreline. The flood hazard area boundary generally remains close to the water's edge and, as a result, the risk of flooding is generally not considered to be a significant threat to waterfront development. Structural shore protection measures such as bulkheads, revetments and seawalls, however, are required in many waterfront locations to protect existing development from ongoing erosion and to maintain the viability of water-dependent uses. The 100-year flood boundary also includes undeveloped areas along Quassaick Creek, remaining between the Erie Railroad line and the creek until the railroad crosses Walsh's Road. At Walsh's Road, the flood zone shifts toward the northwest, bordering both sides of the creek, and completely surrounds Muchattoes Lake. Because this lake is manmade and drains into Quassaick Creek via a spillway, it does not experience significant problems with flooding or erosion.

The effects of climate change and sea level rise are also anticipated to have an impact on communities located along the Hudson River. Projections for future sea level rise along the Hudson River and elsewhere in New York State have been provided in recent reports from the New York State Task Force on Sea Level Rise and the NYS2100 Commission. For the Hudson River south of the City of Kingston, a central-range of 12" – 23" of sea level rise is projected by 2080 while a worst case projection factoring in rapid melt of the Greenland and Antarctic Ice Sheets estimates 41"-55" inches of sea level rise by 2080⁴ (see Figure II-22: Projected Sea Level Rise).

If sea levels rise by 12-23 inches, approximately 1.71 to 2.43 acres of land along the waterfront will be at risk of permanent inundation and an additional 4.36 to 5.35 acres of land in the LWRP area will be at risk for increased coastal flooding. If sea levels rise by 42-55 inches, approximately 4.36- to 5.01 acres of land in the LWRP area will be at risk for permanent inundation. At 42 inches of sea level rise, an additional 5.61 acres of land in the LWRP area will be at increased risk of coastal flooding, while at 55 inches of sea level rise, an additional 5.5 acres of land within the LWRP area will be at increased risk of coastal flooding. The projections for areas of increased coastal flooding begin to decrease after 36 inches of sea level rise as the area of newly submerged lands increase.

The impacts of sea level rise must be evaluated and considered in discussion of future waterfront development and underwater land ownership. Sea level rise will impact mean high water levels which, in turn, will impact ownership. With sea level rise estimates ranging from 12 to 55 inches by 2080, the legal and physical ramifications for waterfront properties and the impact on waterfront development may be significant.

e. Freshwater Wetlands

The United States Fish and Wildlife Service (USFWS) prepares National Wetland Inventory (NWI) maps identifying potential locations for wetlands within a community. According to the USFWS, the entire HMA (shoreline and Hudson River) is comprised of Estuarine and Marine Deepwater wetlands (see Figure II-19). In addition, Muchatatoes Lake and a portion of Quassaick Creek (between South Robinson Avenue and Walsh Road) are classified as Freshwater Ponds. Permanent riverine tidal wetlands are also found at locations along Quassaick Creek. See Figure II-19 for the location of wetlands mapped by the USFWS. It is important to note that DEC also regulates freshwater wetlands in the state; there are no DEC-regulated freshwater wetlands within Newburgh.

⁴ New York State Sea Level Rise Task Force, 2010. "Report to the Legislature", December 31, 2010.

CENTRAL RANGE IN 2080:

12" Rise

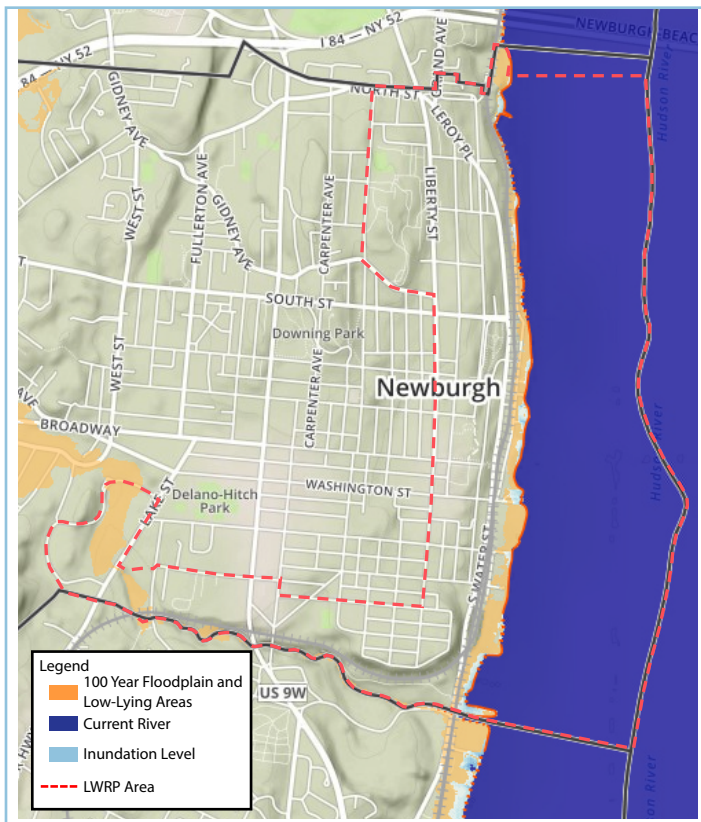


24" Rise



RAPID ICE MELT IN 2080:

42" Rise



54" Rise



FIGURE II-22: PROJECTED SEA LEVEL RISE

Sea level rise has been documented in the Hudson River. Based on tide gauge readings, the river has risen about 0.25 inches annually since 2000. Examining 20-year intervals to simulate estuarial changes created by rising Atlantic Ocean waters entering at the Hudson's mouth, scientists at Cornell and Scenic Hudson project broad shifts in wetland composition, with widespread conversion of high marsh habitat (driest) to low marsh (wet), tidal flat or permanent water inundation. They also forecast that new intertidal wetlands along the Hudson River, may perhaps comprise 33% more wetland area by the year 2100⁵.

f. Water Quality

The quality of surface water in the HMA has a profound impact on the City's overall quality of life as well as waterfront land use, and nearly all water uses. In recent years, there have been a number of accomplishments in understanding and improving water quality conditions in the Hudson River and the HMA.

Nevertheless, pollution and the risk of pollution still exist. Bacteria and other pollutants can affect the enjoyment of boating activities, the vitality of fish and wildlife, and the health of those who come in contact with the water. Simply stated, water pollution in the HMA would diminish the quality of life and should be of concern to all citizens.

The water quality classifications for waters within the City of Newburgh are as follows:

<u>Location</u>	<u>Water Quality</u>
Hudson River	A
Quassaick Creek	C
Muchattoes Lake	C

Both water quality classifications found in Newburgh are fresh surface water classifications. Class "A" waters are suitable for drinking, culinary or food processing purposes, and primary contact recreation which includes, but is not limited to, such uses as swimming, diving, boating, waterskiing and fishing. The best uses of Class "C" waters are for fishing and fish propagation.

Potential sources of pollution in the HMA are categorized as "point" and "non-point" sources. Potential point sources are easily identified and include discharges from storm drains that empty into the HMA, as well as treated discharges from the City's water pollution control plant. While the City's combined stormwater and sanitary sewer system remains a significant water quality issue, the City is pursuing its adopted Long-Term Control Plan for managing, regulating and improving stormwater discharges, including discharges from the 11 DEC-permitted City outfalls that allow combined stormwater and wastewater to enter the HMA during periods of heavy rain. The City is also pursuing initiatives to eliminate the combined overflows over time in accordance with state and federal requirements.

⁵ <http://www.news.cornell.edu/stories/2016/06/sea-level-rises-hudson-river-wetlands-may-expand>

Newburgh, like other older urban communities, is largely serviced by a combined sewer system where stormwater runoff and sewage are carried through a single system. During heavy storms, the system may reach capacity and must discharge a mix of stormwater and untreated sewage through overflow outlets before it reaches the City's wastewater treatment plant. These outfalls are known as combined sewer overflows or CSOs. If the overflows were not discharged, Newburgh's wastewater treatment plant would be flooded and unable to treat wastewater.

Other potential point sources of pollution include discharges of treated and untreated sewage from vessel holding tanks. All such discharges would be illegal under federal law as the U.S. Environmental Protection Agency has designated the Hudson River as a no-discharge zone within which no sewage, treated or untreated, may be discharged from any vessel.

Unlike point sources of pollutants, "non-point" pollution does not originate from a specific identifiable source, and because of its nonspecific nature is more difficult to regulate and control. Types of non-point source (NPS) pollution include stormwater runoff from roads, parking lots, backyards and other surfaces. As precipitation runs off pavement and land into the HMA, it gathers oil, bacteria, sediment and other substances that eventually enter the water.

The drainage area of the Hudson River encompasses over 13,000 square miles. Thus, actions that take place far from Newburgh's jurisdiction can contribute to pollution in the HMA. However, just as the actions of all communities and individuals within the river's watershed can affect the quality of water in the river, so can the actions of all those communities and individuals, including Newburgh and its residents, contribute to maintenance and improvement of water quality.

In 2016, DEC and the City reached an agreement to improve the overall water quality in the Hudson River by approval of the City's CSO Long-Term Control Plan. Under this agreement, Newburgh will invest approximately \$39 million over the next 15 years to improve local water quality and better protect public health from discharges of stormwater and untreated sewage during heavy rain events. As a result of the required water quality improvements from the Long-Term Control Plan (LTCP), releases of untreated sewage and stormwater mix will be significantly reduced and discharge of floatable debris will be minimized. The approved CSO LTCP implements the work in a phased manner that focuses on improving the performance of the combined sewer system, conveyance capacity of the sewer and treatment capacity of the plant. A majority of the improvement projects will be completed within 10 years. Once the LTCP is fully implemented, Newburgh will be able to capture more than 85 percent of the CSO volume and treat it for bacteria and sewage-related floatable waste.

g. Significant Fish and Wildlife Areas

The tidal waters and underwater lands in the HMA provide fish and wildlife habitat of special ecological, recreational and commercial value; however, there are no state-designated Significant Coastal Fish and Wildlife Habitats in the City. The well-known striped bass that spawns near Newburgh in the spring and then returns to sea is just one of the more than 200 species of finfish identified in the Hudson River

estuary. Many of these species reside in or migrate through the HMA, including anadromous fish (species that migrate from the ocean to freshwater for spawning, such as the striped bass, alewife, America shad, America smelt, blueback herring, Atlantic sturgeon, and shortnose sturgeon); catadromous fish (species that migrate from freshwater to the ocean to spawn, such as the America eel); and resident freshwater fish. These fish are part of the estuary's natural food chain that includes the eagles, ducks, herons and other birds that feed on them.

Quassaick Creek also provides valuable fish and wildlife habitat, including habitat for birds, mammals, reptiles and amphibians. According to the New York State Department of Environmental Conservation's Hudson River Estuary Program, "the Quassaick Creek corridor provides an important habitat for fish and wildlife worthy of conservation."⁶ East of Rev. Dr. Martin Luther King, Jr. Boulevard, the trees along the shoreline of the creek are heavily used by blackbirds and other wildlife and provide important shading for the fish habitats of the tidal creek. West of Rev. Dr. Martin Luther King, Jr. Boulevard and extending as far as Mill Street, a forested glen occupies the Quassaick Creek corridor from the creek shoreline to the top of the bluff (Bay View Terrace) – this area is known to provide roosting habitat for bald eagles and also supports black-crowned night herons, wild turkey and cooper's hawk as well as numerous mammals, reptiles and amphibians. The creek itself is thought to have historically provided passage for migratory fish as far west as the falls that were dammed to form Muchattoes Lake. Today, the creek is an increasingly important spawning habitat for blueback herring and other species up to the extent of the tide. Thirty-five species of fish have been documented in the creek, which provides spawning habitat for blueback herring and other species within its tidal reach.

The Lower Hudson Basin Tributary Study prepared by The Heritage Task Force for the Hudson River Valley (December 1990) recommended a demonstration project be implemented for Quassaick Creek to restore habitat and develop public recreation.

Initial studies by the staff of the USFWS and the Hudson River Foundation suggest that historic spawning range for river herring might be restored on Quassaick Creek through removal or breaching of one or more man-made barriers to fish passage which exist below Muchattoes Lake. A coalition of citizen organizations and the City of Newburgh are examining the possibility of creating an Estuary Preserve in the area west of Rev. Dr. Martin Luther King, Jr. Boulevard from the creek to the top of the bluff on Bay View Terrace, going west as far as Mill Street. The preserve would serve to protect the habitats described above and provide a nature trail for compatible recreation.

4. INFRASTRUCTURE

a. Water and Sewer Service

⁶ James G. Barbour, *Biodiversity Survey and Natural Resources Inventory and Assessment. Final Report, Quassaick Creek Estuary Preserve and Trail Project, 2004. City of Newburgh, NY, funded by New York State Department of Environmental Conservation.*

The entire waterfront area is serviced by public water and sewer lines. In some areas, storm sewers and sanitary sewers are combined. Because of the size and age of many of the lines, existing pipes may need to be replaced to achieve a larger capacity and more efficient system as new development occurs. It is a regulatory requirement that any newly installed systems must have separate storm and sanitary sewer lines.

The City of Newburgh Wastewater Treatment Plant is located at the foot of Renwick Street, between Rev. Dr. Martin Luther King, Jr. Boulevard and the Hudson River. The City's incinerator is located on this site as well, but at the present time it is inoperative.

Between 1970 and 1972, the City installed a sewage interceptor system which regulates the flow of storm water and sanitary waste from discharge points throughout the LWRP area. The system has 11 discharge flow regulators and two major interceptor lines: the South Interceptor, which was completed in 1970, and the North Interceptor, which was completed in 1972. The combined stormwater/sewage system serving the area results in periodic discharge into the Hudson River in heavy storm conditions. Remedial steps are currently under review by the City to address this issue.

b. Transportation

The City of Newburgh is well situated and served by a regional transportation network. I-84 is located just north of the City and may be accessed via interchanges with the town road extensions of Robinson Avenue and Dubois Street. The New York State Thruway is located west of the City and is accessed traveling west along Broadway, which turns into Route 17K in the adjoining Town of Newburgh. NYS Route 9W is a major north-south arterial within the City, linking it with the Towns of New Windsor and Cornwall to the south, and the Town of Newburgh to the north. In addition, Newburgh is accessible to the region, country and abroad via Stewart International Airport which is located in the Towns of New Windsor and Newburgh, approximately five miles west of the City. Planned as a fourth New York City airport, Stewart currently handles over 280,000 passengers annually, with a future capacity to accommodate 1.5 million travelers a year. The Port Authority of New York and New Jersey has purchased the operating lease at the airport, making it responsible for the future expansion of services and passenger use. The Port Authority has since invested more than \$160 million in the airport, including a \$100 million overhaul of the main runway – one of the longest in the country at 11,817 feet.

In terms of roadway improvements, the New York State Department of Transportation (NYSDOT) completed three projects which affected Newburgh's regional and local significance: 1) the Newburgh-Beacon Bridge Expansion; 2) the Route 9W/I-84 interchange improvements; and 3) the Rev. Dr. Martin Luther King, Jr. Boulevard Reconstruction. According to NYSDOT, the purpose of these projects was to provide relief for existing traffic congestion, increase road and highway capacity for future traffic growth and reduce accident potential. The reconstruction of Rev. Dr. Martin Luther King, Jr. Boulevard also eliminated on-street parking.

Rail transportation in Newburgh is limited to freight service only on the West Shore Line (CSX). At one time, passenger service was available, and trains stopped at the Newburgh Train Station located on the east side of Rev. Dr. Martin Luther King, Jr. Boulevard between First and Washington Streets. This architecturally attractive building is now occupied by a thriving Pizza Shop and community theater venue and has been renovated from its formerly vacant and deteriorated condition. The West Shore Line is currently operated by CSX, which is actively promoting rail to truck container shipping. Passenger rail service is presently available via rail stations located in Beacon (Metro-North) and at Salisbury Mills/Cornwall (New Jersey Transit). As noted in the introduction to this section, ferry service now operates between Newburgh and Beacon connecting Newburgh to Metro-North trains in Beacon. The City is interested in pursuing possible future transit connections linking Stewart International Airport to the Newburgh ferry via the Broadway Corridor.

Bus service operated by the County, is available within the City of Newburgh; however, routes extend eastward only as far as Grand Street and do not extend to the waterfront.

Other than ferry service, water transportation is limited to small watercraft and an occasional barge. Small watercraft can dock either at the Newburgh Yacht Club or launched from the Newburgh Boat Launch. Boats may dock temporarily or seasonally at Blu-Pointe Marina, Riverfront Marina, or at the Yacht Club. Newburgh Landing Dock is awaiting expansion and reconfiguration following ice damage; once completed, the Landing will accommodate use by tour operators that provide boat cruises on the Hudson River and other possible larger vessel uses.

5. PLANNING ISSUES

There are a number of planning issues that influence planning and development activities within the LWRP area. These issues consist of both constraints on and opportunities for physical development, as well as issues that are more programmatic and policy-oriented in nature. The following description of planning issues is categorized by issues affecting each of the general land use areas (A, B and C) and for the LWRP area as a whole. Figure II-23 presents a broad overview of the planning issues, including the following items:

a. Sub-Area A - Southern/Quassaick Creek Area

- Limited public access is currently available along Quassaick Creek, especially over the CSX right-of-way; additional public access points are needed.
- Habitat restoration will be necessary to promote reuse of the creek.
- Habitat conservation will be important in order to promote fishing, wildlife viewing and natural resource conservation along the corridor of Quassaick Creek and Muchatatoes Lake and adjoining forested steep slopes.

b. Sub-Area B - Inland Area

- There are vacant, deteriorated and underutilized parcels scattered throughout the inland area, including a number of structures in the vicinity of Washington's Headquarters. Improvements in this area are needed to enhance the historic character and context for this important historical site.
- Continued façade and streetscape improvements are needed along the Lower Broadway corridor. Infill development should be designed to encourage pedestrian activity along the street.
- The Lower Broadway corridor lacks a strong physical connection to the waterfront.
- Substandard housing in the Inland Area requires rehabilitation.
- Many historic structures in the East End Historic District need renovation.

c. Sub-Area C - Waterfront Area

- There are a number of deteriorated and underutilized parcels along the Hudson River. These sites include underutilized land at the Gull Harbour-American Dock site, land south of Billy Joe's Ribworks Restaurant, and surface parking lots along the waterfront; the former scrap metal salvage yard (former Consolidated Iron Site) that has undergone Brownfield Remediation; the Regal Bag Building undergoing new uses as artist studios and spaces; the City Incinerator site; and, the underutilized Steel Style Shipyard. These sites should be studied for reuse.
- A number of former industrial and utility sites (i.e. Brownfield sites), including the City Incinerator site and the Steel Style site, may require environmental remediation prior to reuse for their intended land uses and public access.
- Additional water-dependent and water-enhanced development should be encouraged.
- Existing public access to the shore needs to be improved and expanded. New public access should be integrated into redevelopment projects.
- Physical improvements to Newburgh Landing Dock are needed to provide public access.
- The Ward Brothers Memorial Rowing Park should be further developed to improve public access.

- There are a limited number of boat pump-out stations along the Hudson River. The feasibility of placing a facility at the Newburgh Wastewater Treatment Plant or other Newburgh location should be explored.
- A shortage of parking has been experienced as use of the waterfront has increased. Parking demand should be monitored and innovative solutions explored (i.e. bus/shuttle/trolley to municipal parking in Downtown) to ensure an adequate supply of parking facilities.
- Improvements to existing bulkheads, parking areas, pedestrian amenities and other shoreline elements in the area should be provided.
- The West Shore Line (CSX) right-of-way, trestle and rail bed need upgrading and maintenance. A project has begun to enhance the rail bed and provide increased access via improvements to one of the walkways under the trestle at 4th Street.

d. Entire LWRP Area

- There is a need to improve and strengthen public access throughout the entire LWRP area.
- Improve quality of landscape treatments, streetscape, pedestrian-scape, and architectural design in order to establish a high quality LWRP area.
- Expansion and enhancement of pedestrian links between the waterfront and upland areas.
- Consistency between the use and development of private parcels and public elements within the waterfront and upland area.
- Continued improvements to the transportation elements within the LWRP area; transit links among the waterfront, upland areas, downtown, the Broadway Corridor and Stewart International Airport should be pursued.
- Continued creation and preservation of affordable housing in the LWRP.
- Redevelopment planning should be undertaken to address Brownfields (i.e. Incinerator Site) in the LWRP area. Coordination is needed between the LWRP and the City's redevelopment activities for these sites undertaken via the Brownfields Opportunity Areas Program grant.
- New waterfront development will require costly infrastructure upgrades. The City should continue to pursue a variety of funding sources and public/private partnerships to encourage development and revitalization.

- Water supply, sanitary and stormwater sewer facilities, telecommunication and other infrastructure improvements should be upgraded as redevelopment occurs along the waterfront.
- Promote development of job training programs, inclusionary zoning or other affordable housing programs and asset development programs.
- Improvement of public utilities and infrastructure is needed in the LWRP area to accommodate growth and sustain development within the area.
- Sustainable building practices and green building design should be encouraged for all projects within the LWRP area.
- The preservation and, where possible, enhancement of Newburgh's natural coastal resources should be principal considerations in any decisions affecting use of the HMA and waterfront.
- Due to the extent of water activity in the HMA, including recreational power boating activities mixed with rowing and other non-motorized uses, excursion vessels, ferries and other commercial vessels, all vessel operators must be aware of the laws and regulations for safe vessel operation and conduct their operations accordingly. Ongoing attention to initiatives to raise boaters' awareness and skills is needed.
- Recreational boating activities require waterfront facilities and services, including facilities and services for boat berthing, launching, repair, maintenance and storage. The effect of waterfront development proposals and City land-use decisions on the operation and viability of existing boating facilities and services and on opportunities for development of new facilities is a major harbor management consideration.
- Existing facilities in the HMA for the use of visiting boaters are limited. There is no public docking facility specifically intended to accommodate visiting recreational boaters who are not patrons of the commercial marinas or waterfront restaurants.
- The provision of a vessel waste pump-out facility available for public use would serve to advance the City's goals for maintaining and enhancing water quality in the HMA.

SECTION III: LOCAL WATERFRONT REVITALIZATION PROGRAM POLICIES

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This section includes a listing of each State Coastal Policy and an indication of its applicability to the Local Waterfront Revitalization Program (LWRP) in the City of Newburgh. Also included are additional local policies, including harbor management policies (see Policy 2) and an explanation of how both state and local policies relate to Newburgh's LWRP area.

1. DEVELOPMENT POLICIES

POLICY 1	RESTORE, REVITALIZE, AND REDEVELOP DETERIORATED AND UNDERUTILIZED WATERFRONT AREAS FOR COMMERCIAL, INDUSTRIAL, CULTURAL, RECREATIONAL AND OTHER COMPATIBLE USES.
POLICY 1A	REDEVELOP AND REVITALIZE UNDER-UTILIZED AND/OR VACANT INDUSTRIAL AND HEAVY COMMERCIAL PROPERTIES LOCATED NORTH OF THE QUASSAICK CREEK (SUB-AREA A – SOUTHERN/QUASSAICK CREEK AREA).
POLICY 1B	REDEVELOP AND REVITALIZE THE LAND AREA WEST OF REV. DR. MARTIN LUTHER KING JR. BOULEVARD (SUB-AREA B – UPLAND AREA) FOR COMMERCIAL, CULTURAL, INSTITUTIONAL, RESIDENTIAL, AND RECREATIONAL USES, WITH EMPHASIS ON INTEGRATING USES WHICH ARE WATER-ENHANCED SUCH AS PUBLIC PARKS WITH VIEWS TO THE RIVER.
POLICY 1C	REDEVELOP AND REVITALIZE THE LAND AREA BETWEEN REV. DR. MARTIN LUTHER KING JR. BOULEVARD AND THE HUDSON RIVER (SUB-AREA C – WATERFRONT AREA) TO INCLUDE WATER-DEPENDENT AND WATER-ENHANCED MIXED-USE RESIDENTIAL, RECREATIONAL, COMMERCIAL, AND OPEN SPACE USES WHICH INCORPORATE PUBLIC ACCESS TO THE HUDSON RIVER.
POLICY 1D	CREATE A PEDESTRIAN LINK TO THE USES ALONG THE WATERFRONT AND LINK THE WESTERN PORTION OF THE LWRP AREA ALONG THE QUASSAICK CREEK WITH THE WATERFRONT, ESPECIALLY ALONG THE BROADWAY CORRIDOR AND FROM WASHINGTON'S HEADQUARTERS AND THE MONTGOMERY-GRAND-LIBERTY STREETS HISTORIC DISTRICT NEIGHBORHOODS.

Explanation of Policy

All government agencies must ensure that their actions further the revitalization of waterfront areas in the City of Newburgh. The sale, lease, conveyance of waivers or permits or purchase of property; the construction of a new road or park; provision of pedestrian access; enhancement of streetscapes; upgrading of public utilities; the provision of tax incentives for businesses; and establishment of enterprise zones are all examples of government means for spurring waterfront revitalization. When such actions are proposed, they must be analyzed to determine if the action would contribute to or adversely affect the City's waterfront revitalization efforts.

Land usage within Newburgh's waterfront area is characterized by large areas of residential usage, institutional usage, industrial usage and open space, interspersed with public and semi-public uses, and a limited amount of commercial/retail and public recreational space. There is a substantial amount of vacant, underutilized and deteriorating parcels throughout the area, a significant portion of which are suitable for revitalization and redevelopment.

Among the vacant and underutilized land within the LWRP area is former industrial land located at the base of the "Heights" area adjoining Quassaick Creek, as well as a number of vacant storefronts within the Lake Street Plaza shopping center just east of Muchattoes Lake. In addition, there are a number of vacant and underutilized parcels in the southern portion of the inland LWRP area, beginning at Overlook Place, as well as abandoned, deteriorating and underutilized residential and industrial buildings. Although these structures are in deteriorating condition, there is the potential for restoration and adaptive reuse, particularly given the area's proximity to the historic Washington's Headquarters. Vacant City-owned land exists along Colden Street and Rev. Dr. Martin Luther King Jr. Boulevard between Washington Street, Broadway and Second Street, as well as along Rev. Dr. Martin Luther King Jr. Boulevard between South Street and Nicoll Street. Throughout the inland LWRP area (Sub-Area B), there are a number of isolated vacant parcels that would be suitable for infill development in conjunction with the existing commercial and neighborhood redevelopment and revitalization activities. Any redevelopment in this inland area must be compatible with the historic character of the East End Historic District, within which it is located. Such compatibility will be accomplished through the applicable historic district guidelines. In addition, several parcels along the waterfront are vacant, underutilized, deteriorating or abandoned. Steel Style, the City Incinerator site, and the former Consolidated Iron site (a remediated brownfield site) and the Regal Bag property all represent underutilized parcels of land in the area. All of these sites have the potential for more intensive water-enhanced and/or water-dependent uses.

The steep slopes rising up to the Heights neighborhood are also vacant. It is the City's intent for these slopes and the parcels along the Quassaick Creek to remain as open space, and where possible, to create a nature preserve and public hiking trail between the Quassaick Creek and the top of the bluff bounded by Bay View Terrace, preserving as much as possible the forest habitats, trail opportunities and creek shoreline now used heavily by wildlife. Easements and rights-of-way are being pursued to create this trail, and to further ensure that these areas are retained for open space and habitat preservation, the City will consider rezoning the areas to open space. Fishing and wildlife viewing are water-dependent uses that

currently take place in this area. Scattered vacant and underutilized heavy commercial and industrial buildings are found in the vicinity of South Robinson Avenue, Mill Street and Commercial Place.

Rehabilitation and revitalization of the vacant, abandoned, deteriorating and underutilized structures within the inland area, especially in the vicinity of Washington's Headquarters, lower Broadway and the Montgomery-Grand-Liberty Streets area, shall be priority items. Incentives, if available (tax, loans, technical aid); public improvements to encourage infill development of residential, institutional and commercial structures; rehabilitation of existing structures and facilities; and the expansion of public recreational land and open space in appropriate locations within the waterfront area shall be priority activities.

For purposes of a waterfront connection between the Central Business District (CBD) and the river, Broadway presents the best and most logical linkage. Uses and activities which encourage and enhance the use of the waterfront both visually and physically, as well as uses with a large patron appeal and pedestrian orientation, are encouraged along lower Broadway. The goal is to encourage a mix of new uses as well as enhance existing uses and activities along the waterfront and lower Broadway to facilitate this link. Physical improvements such as pedestrian walkways, public open space, and targeted landscape designs will help facilitate this goal. An important component of this goal is the public interest. Waterfront activities and uses which are in the public interest will be given priority during the City's review process.

Redevelopment and revitalization activities which maximize the use of the waterfront would greatly improve Newburgh's physical appearance and economic condition. Water-dependent and water-enhanced uses on waterfront parcels are encouraged and will be given priority where environmentally feasible, economically practical and consistent with City planning objectives.

Of particular importance in such waterfront redevelopment and revitalization activities is the need to establish equality between the use and development of private parcels and public elements within the waterfront and upland area. This will involve balancing the need for public access to the waterfront with private ownership of the land, and ensuring that the City has full access and control of its Riparian rights (i.e., the City-owned areas within the Hudson River at the ends of perpendicular streets), even if such publicly-owned areas abut private property.

When actions are proposed that will affect the revitalization, development or redevelopment of parcels in the LWRP area, they will be evaluated in terms of their value to the public good and compliance with the above policies. More specifically:

1. No actions that would cause aesthetic or environmental deterioration of the waterfront area will be approved.

2. Uses that are water-dependent will be given priority over uses that are not water-dependent.
3. All actions shall enhance existing and anticipated uses.
4. Uses along the river shall include waterfront public access and/or recreational uses.
5. All actions shall improve the deteriorated condition of a site and, at a minimum, must not cause further deterioration (i.e., a building could not be abandoned without protecting it against vandalism and/or structural decline). For example, buildings which are currently deteriorated must be stabilized immediately by the current owner or as soon as the building is purchased by a new owner. It shall be the City's responsibility to enforce such measures through its existing local laws.
6. All actions must lead to development which is consistent or compatible with the character of the area. Consideration shall be given to scale, architectural style, density and intensity of use. Adaptive reuse will be used, wherever possible, as a technique to preserve historic structures along the water.
7. All actions must assess and evaluate the impact on adjacent and upland views of the water. At a minimum, such actions must propose mitigation of effected views. Views from certain vantage points and historic structures, as specifically defined in the Zoning Code, must be preserved and evaluated as per the Zoning Code.
8. All actions shall comply with applicable City, State and Federal regulations.

(See Policies 2, 5, 9A, 11, 11A, 19, 21, 23, 25)

POLICY 1E ENCOURAGE SUSTAINABLE BUILDING PRACTICES AND GREEN BUILDING DESIGN AS PART OF ALL REDEVELOPMENT ACTIVITIES THROUGHOUT THE ENTIRE LWRP AREA.

In an effort to improve energy efficiency and other environmental impacts throughout the LWRP area, the City will encourage sustainable building practices and "green" building design. Green or sustainable building is the practice of creating healthier and more resource-efficient models of construction, renovation, operation, maintenance and demolition. Research and experience increasingly demonstrate that when buildings are designed and operated with their lifecycle impacts in mind, they can provide significant environmental, economic and social benefits.

Elements of green building include:

- Energy efficiency and renewable energy
- Water stewardship and groundwater recharge
- Environmentally preferable building materials and specifications
- Waste reduction
- Toxics
- Indoor environment
- Smart Growth and sustainable development
- Promotion of alternative modes of transportation through building and site design

POLICY 2 FACILITATE THE SITING OF WATER-DEPENDENT USES AND FACILITIES ON OR ADJACENT TO COASTAL WATERS.

Explanation of Policy

Newburgh's waterfront properties are a valuable resource. Historically, these properties were mainly developed with industrial water-dependent uses because of their riverfront location. Due to the globalization of industry, overall demand for such uses has declined, and many of Newburgh's former waterfront industrial sites are now vacant, deteriorated or underutilized (see Section II). However, demand for waterfront property is increasing throughout the State, and the only reasonable expectation is that long-term demand for waterfront space will intensify.

The following uses and facilities are considered water-dependent and can be classified as either industrial water-dependent or non-industrial water-dependent uses:

1. Uses which depend on the utilization of resources found in coastal waters (for example: fishing, mining of sand and gravel, mariculture activities);
2. Recreational activities which depend on access to coastal waters (for example: fishing, boating, wildlife viewing);
3. Uses involved in the sea/land transfer of goods (for example: docks, loading areas, pipelines);
4. Structures needed for navigational purposes (for example: locks, dams, lighthouses);
5. Flood and erosion protection and stormwater management structures (for example: breakwaters, bulkheads, engineered wetlands), or municipal wastewater treatment facilities;

6. Facilities needed to store and service boats and ships (for example: marinas, boat repair, and boat construction yards);
7. Uses requiring large quantities of water for processing and cooling purposes (e.g. hydroelectric power plants);
8. Uses that rely heavily on the waterborne transportation of raw materials or products which are difficult to transport on land, thereby making it critical that a site near to shipping facilities be obtained (e.g. coal export facilities, quarries);
9. Uses which operate under such severe time constraints that proximity to shipping facilities becomes critical (for example: firms processing perishable foods);
10. Scientific/educational/security activities which, by their nature, require access to coastal waters (for example: certain meteorological and oceanographic activities, Coast Guard/homeland security activities); and
11. Support facilities which are necessary for the successful functioning of permitted water-dependent uses (for example: parking lots, snack bars, first aid stations, short-term storage facilities). Though these uses must be near the given water-dependent use, they will, as much as possible, be sited inland from the dependent use, rather than on the shore.

Water-dependent uses within Newburgh's waterfront area include: the Ward Brothers Memorial Rowing Park, City's wastewater treatment plant, the Hudson River Waterfront Trail, the Newburgh Boat Launch, the Newburgh-Beacon Ferry dock facilities, the Riverfront Marina, Newburgh Landing dock and Unico Waterfront Park, First Street Fishing Pier, South Street Park and the Newburgh Yacht Club. In addition, boat slips are available and accessory to the Pier Loun residential development. In addition, a permanent location for the City's Fire Boat, a water-dependent use, is needed. A new dock location for the Fire Boat should be considered as part of future redevelopment of Newburgh's waterfront area.

In addition to water-dependent uses, land development and activities that are enhanced by a waterfront location will be encouraged to locate along the river. However, such development must not be at the expense of viable existing and potential future water-dependent uses and must include provisions for public access. A water-enhanced use is defined as a use that has no critical dependence on obtaining a waterfront location, but the profitability of the use and/or the enjoyment level of the users would be increased significantly if the use were adjacent to, or had visual access to, the waterfront. Water-enhanced uses are primarily recreational, cultural or entertainment uses. A restaurant that uses good site design to take advantage of a waterfront view is an example of a water-enhanced use.

There are a number of water-enhanced uses, both within the waterfront area and within the LWRP area as a whole. Because of Newburgh's topography, many of the residences in the southernmost and northernmost portions of the LWRP area have excellent views of the Hudson River and surrounding Hudson Highlands. Land uses at the base of Broadway also have river views. The various waterfront restaurants and the waterfront parks are also enhanced by their waterfront location.

If there is no immediate demand for a water-dependent use in a given area but a future demand is reasonably foreseeable, temporary non-water-dependent uses would be considered preferable to a non-water-dependent use which involves irreversible, or nearly irreversible, commitment of land. Parking lots, passive recreational facilities, outdoor storage areas and non-permanent structures are uses of facilities which would likely be considered as "temporary" non-water-dependent uses.

It will be the City's priority, where practical, to expand existing and attract additional non-industrial water-dependent uses and activities on waterfront parcels, while recognizing the importance of maintaining existing industrial water-dependent uses in the waterfront area. The following actions will be taken to promote and facilitate water-dependent uses:

1. Non-industrial water-dependent uses will be favored when considering new developments.
2. City-owned property within the waterfront area, when available for re-use, will be considered for non-industrial water-dependent uses first. Water-enhanced uses will be given second priority along the waterfront.
3. Development incentives to promote water-dependent uses and water-enhanced uses with a public benefit component will be offered if possible.
4. Uses which are water-enhanced will be encouraged within the LWRP area, but not at the expense of a non-industrial water-dependent use.
5. If there are no immediate demands for water-dependent/water-enhanced uses within the LWRP area but future demands are foreseeable, time-limited permits, waivers, easements or leases for non-water-dependent/water enhanced uses will be considered.

Existing or future private water-dependent uses, in particular marinas, must share the waterfront with other equally desirable public water-dependent uses, such as fishing, recreational boating and viewing of scenic resources. These private water-dependent uses will be designed to minimize the impact on the access, use and enjoyment of the waterfront by the public, especially the riverfront walkway. Placing piers,

slips or dockage adjacent to the bulkhead will be avoided, and maintenance of the maximum practicable amount of open water between the bulkhead and the first rank of piers will be the desired design. Gates for access and fencing for security purposes will be minimized, giving priority of purpose to the pedestrian and passive uses of the walkway and waterfront area.

In the actual choice of sites where water-dependent uses will be encouraged and facilitated, the following guidelines will be considered.

1. Competition for space: Competition for space, or the potential for it, will be considered before any given site is promoted for water-dependent uses. The intent is to match water-dependent uses with suitable locations and thereby reduce any conflicts between competing uses that might arise. Not just any site suitable for development will be chosen as a water-dependent use area, and some types of water-dependent uses may be more appropriate in particular areas than others. The choice of a site must be made with some meaningful impact on the real estate market anticipated. For instance, an industrial water-dependent use would be more appropriate in the southern portion of the LWRP area than in the northern portion near the Yacht Club.
2. In-place Facilities and Services: Most water-dependent uses, if they are to function effectively, will require basic public facilities and services. In selecting appropriate areas for water dependent uses, consideration shall be given to assure adequate public sewers, public waterlines, power supply, access and other such services which exist or can be provided before sites are appropriated for water-dependent usage.
3. Compatibility with Adjacent Uses and the Protection of Other Coastal Resources: Water-dependent uses shall be located so that they enhance, or at least do not detract from, the surrounding environment. Consideration will be given to such factors as the protection of nearby residential and/or recreational areas from odors, noise and traffic. Affirmative approaches will also be employed so that water-dependent uses and adjacent uses can serve to complement one another. For example, a recreation-oriented water-dependent use area could be sited in an area already oriented toward tourism. Clearly, a marina, boat launching area or fishing pier would enhance, and in turn be enhanced by, nearby restaurants, motels and other non-water oriented tourist activities. Water-dependent uses must also be sited so as to avoid adverse impacts on significant coastal resources.
4. Preference to Underutilized Sites: The promotion of water-dependent uses will serve to foster development as a result of the capital programming, permit expediting and other State and local actions that will be used to promote a site. Such a stimulus is needed in those portions of the waterfront area which are currently underutilized.

In promoting water-dependent uses, the following kinds of actions will be considered:

1. When areas suitable for non-industrial water-dependent uses are publicly owned, favored leasing arrangements will be given to non-industrial water-dependent uses.
2. Priority to non-industrial water-dependent uses and the assurance of adequate space for the development of such water-dependent uses shall be incorporated where consistent with LWRP planning objectives.

This LWRP also includes a set of harbor management policies, which, together with the Section II and the projects contained in Section IV, constitute the Harbor Management Plan (HMP). These harbor management policies address the harbor management issues identified in Section II of this LWRP and serve to advance the City's harbor management goals and objectives. The policies are established specifically to guide decisions and recommendations affecting the Newburgh Harbor Management Area (HMA) by City agencies.

The harbor management policies are grouped into eight categories concerning: 1) administration and coordination; 2) public health, safety and welfare; 3) navigation and water use; 4) environmental quality; 5) recreational boating; 6) commercial and industrial facilities; 7) waterfront development; and 8) public access. The policies are not tied to specific locations in the HMA but are intended to apply in general throughout the HMA.

1. Administration and Coordination Policies

a. Harbor Management:

- (1) The City of Newburgh's harbor management policies will be considered as a special group of policies of the LWRP with all of the legal weight and standing of all other policies of the LWRP.
- (2) All policies of the LWRP, including but not limited to the harbor management policies, may be applied to the review of any proposal affecting the HMA.
- (3) It is recognized that the HMP is an element of the LWRP and consists of the harbor management goals, objectives and policies set forth in Section III of the LWRP and the projects set forth in Section IV.

b. Newburgh Harbor Management Area:

- (1) The HMA, as defined in Chapter 159 of the City of Newburgh Code of Ordinances (Code), will be considered as a sub-area of the LWRP area and will include all of the navigable waters, intertidal areas and underwater lands of the Hudson River and Quassaick Creek within the territorial limits of the city and waterward of the mean high water (MHW) line. The HMA will be bounded by the boundary lines of the neighboring municipalities of the Town of Newburgh on the north and the Town of New Windsor on the south; by the centerline of the Hudson River which marks the boundary line of the City of Beacon on the east; and by the MHW line on the west.

c. Harbor Management Jurisdiction and Responsibilities of the Conservation Advisory Council:

- (1) The jurisdiction of the Conservation Advisory Council for the purpose of the HMP will be as established in Chapter 159 of the Code and will include all of the navigable waters, intertidal areas, and underwater lands of the HMA. For the purpose of implementing the HMP, the CAC will exercise all of its powers and duties pertaining to implementation of the LWRP as set forth in the Code.

d. Enforcement of HMP Provisions:

- (1) Chapters 147, 159, 300 and other applicable sections of the Code will be reviewed and amended as necessary to help ensure continued boating and navigation safety in the HMA and effective implementation and enforcement of the applicable provisions of the HMP.
- (2) Through implementation of the HMP, the City will maintain an active, ongoing and principal role in the management of activities affecting the HMA in coordination with State and federal agencies, including the New York Department of State Division of Coastal Resources (DOS DCR), New York State Department of Environmental Conservation (DEC) and the U.S. Army Corps of Engineers (USACE).
- (3) The Newburgh Police Department and other duly authorized law enforcement agencies will coordinate their actions and authorities to the extent practical and desirable to achieve effective enforcement of the public safety provisions established in the HMP, the Code, and in State laws, rules and regulations.
- (4) The City Building Inspector will exercise all of the powers and duties established in the Code and in state laws, rules and regulations, to achieve effective enforcement of applicable sections of the HMP.

e. Harbor Manager:

- (1) An employee of the City will be responsible for oversight of activities on, in and contiguous to the HMA including scheduling for the use of City lands and facilities; assistance to the CAC and other agencies of the City as needed for implementing the HMP; and generally advancing the safe and efficient operation of the HMA.

f. Harbor Management Consistency Review:

- (1) All proposed projects affecting the HMA will be reviewed for consistency with the HMP and all other policies of the LWRP. This review will be known as the harbor management consistency review and will be conducted in accordance with the schedules and procedures established in Chapters 159 and 300 of the Code.
- (2) In accordance with Chapters 159 and 300 of the Code, the CAC may review, for consistency with the HMP, proposed projects affecting real property on, in or contiguous to the HMA as submitted to, or proposed by other agencies of the City including the following agencies:
 - Planning Board
 - Zoning Board of Appeals
 - Any other agency with land use authority
- (3) The CAC may review for consistency with the harbor management policies: 1) all development proposals subject to the City's waterfront consistency review process and located on parcels contiguous to or otherwise affecting the HMA; 2) all proposed uses, work and activities occurring in the HMA; and 3) all proposed revisions or amendments to city plans, regulations, or ordinances affecting real property on, in or contiguous to the HMA.
- (4) The referring agencies including those listed above will notify the CAC of any proposals subject to the harbor management consistency review process in accordance with the schedules and procedures established in Chapters 159 and 300 of the Code.
- (5) In accordance with the schedules and procedures established in Chapters 159 and 300 of the Code, the CAC will determine the consistency of proposed projects with the harbor management policies, and make recommendations to the appropriate City agency. If no comment regarding the consistency of the proposed project is made by the CAC, it will be

assumed that the CAC has deemed the proposal consistent with the harbor management policies.

- (6) Proposals affecting the real property on, in or contiguous to the HMA and requiring State and/or federal approvals will be reviewed for consistency with the harbor management policies including applications submitted to the DEC and/or USACE for authorizations to conduct work in navigable water. The CAC will review proposed projects for consistency with the HMP and transmit its findings and recommendations to the appropriate State and/or federal agency prior to any final decision by those agencies. Pursuant to Article 42 of the New York Executive Law, a determination of inconsistency with respect to a proposed project will be binding on any State or federal official when making regulatory decisions or undertaking or sponsoring development affecting the HMA.
- (7) It will be the responsibility of project applicants to provide the information necessary for the CAC to adequately assess the potential impacts of proposed projects on the HMA and the consistency of such proposals with the HMP. The information required shall be reasonable in scope and should be in balance with the size, scope, and potential positive and negative impacts of the proposal.
- (8) When reviewing a proposed project for consistency with the HMP, the CAC will consider if there is any enforcement action pending with City, State or federal agencies for violations of environmental or other laws at the site of the proposed work and/or associated with the work for which the authorization is being sought. The CAC may defer its review of a proposal or application involving a site associated with a pending enforcement action until such time as that action has been concluded. The CAC may provide recommendations to appropriate City, State or federal regulatory agencies concerning the elimination of any unauthorized encroachments in the HMA.

g. Facilitating the Regulatory Process:

- (1) City, State and federal authorities will work cooperatively, to the extent feasible in accordance with applicable laws and regulations, to facilitate the existing regulatory processes concerning authorization of work in or affecting the HMA. Such work will be considered to include the construction of in-water structures such as docks, floats, piers and bulkheads, and dredging of aquatic areas to support water-dependent uses.

h. Funding for Harbor Management and Improvements:

- (1) Adequate funds shall be obtained and allocated to properly manage and maintain the HMA and public facilities on, in or contiguous to the HMA in the public interest. The City

will actively pursue available governmental and private grants and other appropriate sources of funds to help defray the costs of harbor management and improvement initiatives conducted in the public interest.

- (2) In accordance with Chapter 159 of the Code, the CAC may propose a fee schedule, for adoption by the City Council, for water-dependent activities within the scope of the HMP. Such fees will be commensurate with services provided by the City, and all fees collected will be used for the maintenance and improvement of the HMA for the public and for expenses for materials, personnel and equipment directly related to the function of City agencies, including the CAC, with responsibilities for managing the use and conservation of the HMA.
- (3) An annual operating budget for harbor management will be established by the city to provide funds for HMP implementation, including activities of the CAC.
- (4) Any fines for violations of City and State laws, regulations and ordinances concerning use of the HMA, including any rules and regulations adopted by City agencies, will be dedicated, to the extent consistent with City and State laws, regulations, ordinances and policies, for the purpose of implementing beneficial projects for environmental enhancement and other improvements for the public in and adjoining the HMA.

i. Developing and Maintaining Public Support and Awareness of HMP Provisions:

- (1) The presentation and discussion of all relevant public concerns regarding the HMA and the HMP will be encouraged and considered by the CAC, including concerns expressed by City residents, waterfront property and business owners, public officials, boaters and other users of the HMA, interested organizations and the general public.
- (2) Special programs and events to stimulate public interest and community involvement in matters pertaining to the HMA and the HMP will be encouraged and supported.

j. Updating and Amending the HMP and Applicable Sections of the Code:

- (1) The HMP and applicable sections of the Code will be updated and amended as necessary to respond to changing circumstances and conditions affecting the use and conservation of the HMA.

- (2) To assure continued adherence to the HMP as well as to identify needed amendments or clarifications, the CAC will conduct an annual review of the HMP and the status of HMP implementation.
- (3) Pursuant to Article 42 of the New York Executive Law and Chapter 159 of the Code, the same process required for State approval and City adoption of the HMP shall be required to amend the HMP.

k. Coordination among City Agencies:

- (1) All City agencies and officials with authorities and responsibilities affecting the HMA, including the CAC; City Council; Planning Board; Zoning Board of Appeals; Department of Public Works; Recreation Department, and Conservation; and Building Inspector will carry out their harbor management-related responsibilities in the most coordinated manner, consistent with the HMP.
- (2) Implementation of all City plans and programs affecting the HMA, including the LWRP and City's Master Plan, will be carried out in the most coordinated manner possible, emphasizing consistent objectives related to future beneficial use of the HMA and protection of environmental quality associated with the HMA.

l. Coordination with State and Federal Authorities:

- (1) State and federal agencies with authorities and responsibilities affecting the HMA, including the DOS DCR, DEC and USACE, will carry out their responsibilities affecting the HMA in the most coordinated manner, consistent with the HMP.
- (2) State and federal governmental agencies with authorities and responsibilities affecting the HMA will work cooperatively with the CAC and other agencies of the City with relevant authorities and responsibilities to ensure effective implementation of the HMP.
- (3) Actions by State and federal governmental agencies shall, to the extent possible in accordance with state and federal law, be consistent with the provisions of the HMP. Pursuant to Article 42 of the New York Executive Law, a recommendation of the city pursuant to the HMP with respect to a proposed project shall be binding on any State or federal official when making regulatory decisions or undertaking or sponsoring development affecting the HMA.

m. Coordination with Other Municipalities:

- (1) To the extent necessary and practical to address issues of common interest, the City will coordinate harbor management initiatives with other municipalities with jurisdictions adjoining or otherwise affecting the HMA, including the towns of Newburgh and New Windsor and City of Beacon.

n. Coordination with Regional and Nongovernmental Organizations:

- (1) To the extent necessary and practical, the City will coordinate harbor management initiatives with governmental agencies and nongovernmental organizations with regional authorities and responsibilities affecting the HMA, including Orange County and agencies and organizations with regional planning authority and responsibilities.
- (2) Private groups and nongovernmental organizations with an interest in the HMA including groups and organizations with an interest in the Hudson River, will be encouraged to contribute to achievement of the City's harbor management goals through volunteer assistance and other means.

o. Coordination for Special Events:

- (1) Special in-water and waterfront events that enhance the vitality of the HMA and waterfront, attract visitors to the City, and provide significant social and economic benefits will be encouraged and supported.
- (2) In-water and waterfront events will be planned and managed through the coordinated efforts of governmental agencies and private organizations to ensure a safe and beneficial experience by participants and spectators.

p. Managing In-Water Structures:

- (1) The City reserves its right, pursuant to Article 42 of the Executive Law, to adopt, amend and enforce ordinances to regulate the construction, size and location of wharves, docks, moorings, piers, jetties, platforms, breakwaters or other structures, temporary or permanent, to a distance of 1,500 feet from the shore and to impose fees for reasonable expenses incurred by the City in carrying out this regulatory authority.

q. Vessel Regulation Zone:

- (1) The City reserves its right, pursuant to Section 46-a of the Navigation Law, to adopt, amend and enforce ordinances to regulate the speed and operation of vessels, including the mooring and anchoring of vessels, the use of vessels as sleeping quarters and the disposal of waste from vessels, to a distance of 1,500 feet from shore, provided that such ordinances may not affect the speed and operation of vessels operating in the Hudson River federal navigation project.

2. Public Health, Safety and Welfare Policies

a. Boating Laws and Public Safety Regulations:

- (1) All appropriate actions, including implementation and enforcement of applicable City, State and federal laws, regulations and ordinances, will be undertaken to maintain and improve public safety on, in or contiguous to the HMA.
- (2) As authorized by the Municipal Home Rule Law and Section 46-a of the Navigation Law, City regulations regarding the operation of vessels in the HMA may be adopted for inclusion in the Code as necessary to maintain and improve boating safety in the HMA.
- (3) Capital and operating budget requirements for effective City enforcement of applicable laws and regulations by the Newburgh Police Department will be supported.
- (4) The Newburgh Police Department and other appropriate agencies will coordinate their actions and authorities to increase public awareness of City, state and federal laws, regulations and ordinances affecting use of the HMA and achieve effective enforcement of those laws, regulations and ordinances.

b. Managing Vessel Speed and Wake:

- (1) The operation of all vessels in the HMA shall be in accordance with all applicable City, State and federal boating laws, regulations and ordinances including Chapter 159 of the Code concerning reckless operation of a vessel and restricted speed zones. Effective enforcement of applicable laws, regulations and ordinances will be encouraged and supported, along with the imposition of appropriate penalties on violators.
- (2) Any person operating a vessel in the HMA at such a speed as to cause a wake will be held responsible for any damage caused by that wake, in accordance with applicable sections of the State boating regulations.

- (3) Restricted speed zones within the HMA may be established by City ordinance and upon recommendation by the Newburgh Police Department. For the purpose of protecting the safety of persons and property, no person will operate any power-propelled vessel in violation of the speed and wake requirements of any duly established restricted speed zone in the HMA.
- (4) The WAC and Newburgh Police Department will coordinate their actions and authorities to increase public awareness of city and state vessel speed regulations in the HMA.
- (5) All personal watercraft are subject to all applicable City, State, and federal boating laws, regulations and ordinances.

c. Emergency Planning and Response Capabilities:

- (1) Necessary capabilities and facilities for effective response to emergency situations on, in or contiguous to the HMA by responsible City, State and federal authorities will be maintained and, to the extent feasible, enhanced.
- (2) Provision of a central waterfront facility to support effective management of the HMA, including effective response to emergency situations on, in or contiguous to the HMA, by all appropriate agencies will be encouraged and supported.
- (3) Emergency response activities will be coordinated to the maximum extent feasible with neighboring municipalities and among appropriate City, State and federal agencies.
- (4) Capital and operating budget requirements for necessary provision of emergency services and other assistance to boaters and other users of the HMA and waterfront by the Newburgh Police Department and Newburgh Fire Department will be supported.
- (5) The City's emergency operations plan will address the broad range of emergency situations and responses possible in the HMA. Effective implementation of the emergency operations plan will be encouraged and supported.
- (6) All boating clubs and public and private marina facilities will develop and maintain emergency procedures for securing and protecting vessels and other property from the impacts of storms, flooding and erosion.

- (7) All appropriate measures to effectively avoid, prepare for and respond to emergencies involving the spillage of fuel or other materials in the HMA will be encouraged and supported.
- (8) Any boating facility dispensing fuel in the HMA will develop and maintain appropriate fuel spill contingency plans and, to the extent feasible, provide for coordinated response actions and the use of available fuel spill containment equipment.
- (9) Fuel and material spill preparedness and response activities in the HMA will be coordinated to the maximum extent possible among responsible City, State and federal authorities and the operators of private facilities dispensing or otherwise handling fuel and materials.
- (10) Equipment necessary for the control of fuel and material spill emergencies will be properly maintained and periodically inspected to ensure continued readiness for responding to such emergencies in the HMA.
- (11) All fueling of vessels berthed or stored on, in or contiguous to the HMA will take place in accordance with all applicable laws, regulations and ordinances to maintain public health, safety and welfare and to avoid adverse impacts on environmental quality.
- (12) All waterfront facilities will include appropriate provisions for fire prevention and preparedness as required by the Fire Marshall, including adequate access for emergency vehicles and adequate on-site water supply for fire-fighting purposes.

d. Recognizing the Carrying Capacity of the HMA for Safe Boating and Other Water Uses:

- (1) The carrying capacity of the navigable waters of the HMA to accommodate safe boating and other water uses is not unlimited, and such capacity is subject to change over time. The design and review of development proposals affecting the HMA, including proposals with water access facilities, will take into consideration the capacity of the navigable waters of the HMA to accommodate increased water use while maintaining ease and safety of navigation, avoiding vessel congestion and supporting existing beneficial recreational, commercial and other uses of the HMA.
- (2) New or expanded uses and facilities determined to exceed the capacity of the HMA to support such uses and facilities in a safe and environmentally sound manner will be avoided.

- (3) It will be the responsibility of project applicants to provide the information necessary for the CAC and other appropriate agencies of the City to assess the capability of the HMA to accommodate new and expanded uses and facilities in a safe and environmentally sound manner. The information required will be reasonable in scope and will be in balance with the size, scope and potential positive and negative impacts of the proposed project.

e. Avoiding Water Use Conflicts and Congestion:

- (1) Recreational, commercial, and other beneficial uses of the HMA will be effectively planned, managed and regulated as necessary to avoid vessel congestion in the HMA and conflicts among vessels operating in the HMA, including any conflicts between recreational and commercial vessels and between motorized and non-motorized vessels.
- (2) The potential effects of waterfront development proposals on future water uses, activities and vessel congestion in the HMA will be an important consideration in the design of waterfront development proposals and in the review of those proposals by the CAC, the planning and zoning boards and other City agencies.
- (3) Water and waterfront events affecting the HMA will be scheduled and coordinated in a manner to avoid or minimize vessel congestion and potential conflicts among events and participants. The CAC and other appropriate agencies of the City will be notified of all proposals for significant in-water events such as boat shows, regattas and races involving at least 25 vessels and/or participants and occurring in or otherwise utilizing the HMA.
- (4) All activities and events involving special purpose craft such as rowing shells, kayaks and other vessels will be planned and undertaken in a manner to reduce or avoid potential conflicts and negative impacts affecting general navigation and other activities in the HMA.

f. Mitigating Flood and Erosion Hazards:

- (1) All construction in designated flood zones contiguous to the HMA will conform to City floodplain regulations and construction standards.
- (2) Proposals for structural measures to protect existing development from flooding and erosion will demonstrate that those measures will not result in significant adverse impacts on coastal resources and/or properties adjacent to the site of the proposed work.

- (3) Timely repair and maintenance of bulkheads and other shore protection structures as needed to protect existing development from flooding and erosion will be encouraged and supported.
- (4) The application of effective and appropriate measures to reduce the risks to life and property associated with coastal flooding will be encouraged and supported.

g. Removal of Abandoned and Derelict Vessels and Structures:

- (1) No building, structure, or floating facility on, in or contiguous to the HMA, including any bulkhead, seawall or marine facility, will be allowed to deteriorate to the point that a hazard or obstruction to navigation or condition adversely affecting public safety may result. All in-water structures authorized by state and/or federal permits in the HMA will be maintained in accordance with the maintenance conditions specified in those authorizations. Any observed deterioration of a state or federally authorized in-water structure affecting or potentially affecting navigation safety and/or environmental quality in the HMA will be brought to the attention of the appropriate City, State and/or federal agency for appropriate remedial action.
- (2) All derelict, abandoned or deteriorated vessels and structures presenting a hazard or obstruction to persons, property, coastal resources, environmental quality or navigation will be marked, as necessary, and removed from the HMA in the timeliest manner in accordance with applicable City, State and federal laws, regulations and ordinances.
- (3) City, State and federal agencies and officials, including the Newburgh police and fire departments, USACE and U.S. Coast Guard, will coordinate their efforts and resources and work cooperatively to: a) mark, as necessary, any hazard or obstruction to navigation for the benefit of navigators; b) minimize the risk to environmental quality caused by any derelict, abandoned, or deteriorated vessel or structure; and c) achieve repair or removal of any derelict, abandoned or deteriorated vessel or structure from the HMA in the most timely manner.

h. Avoidance and Removal of Floating Debris:

- (1) The implementation of all feasible measures to avoid and remove floating debris that may cause a hazard or obstruction to navigation or otherwise adversely affect public safety in the HMA will be encouraged and supported.

3. Navigation and Water-Use Policies

a. Maintaining the Hudson River Federal Navigation Project:

- (1) A federal navigation project in the Hudson River consisting of the congressionally authorized federal channel will be maintained to serve recreational and commercial vessels, provide safe navigation and ensure the continued viability of water-dependent facilities and the economic advantages of waterborne transportation. The federal channel will be maintained by the USACE as needed to provide the navigable depths and dimensions required to maintain navigation safety and the viability of water-dependent facilities.
- (2) To the extent feasible, any maintenance dredging of the federal channel that may be required will be coordinated with any necessary nonfederal maintenance dredging in the HMA to reduce the economic costs and potential adverse environmental impacts of such non-federal dredging.

b. Non-federal Dredging and Dredged Material Disposal:

- (1) Any non-federal dredging that may be required in the HMA will be carefully planned and conducted in a timely manner that provides for the continued viability of water-dependent facilities, safe and efficient navigation and avoidance of any significant, long-term adverse impacts on coastal resources and environmental quality.
- (2) Non-federal maintenance dredging will be undertaken in compliance with all applicable state and federal regulations and in a manner that will avoid or minimize any significant, long-term adverse impacts on coastal resources.
- (3) Dredging for new and expanded water-dependent uses and facilities will not result in significant adverse impacts on coastal resources and environmental quality.
- (4) Disposal of dredged material from the HMA, including any necessary de-watering of dredged material, will take place in a manner to avoid or minimize any potential adverse impacts on coastal resources and environmental quality.

c. Reduction of Siltation:

- (1) All appropriate efforts to avoid or reduce siltation and the resulting need for dredging in the HMA will be encouraged and supported. Those efforts shall include regular maintenance of storm drainage catch basins; construction of additional catch basins as necessary; effective street cleaning; control of runoff from construction sites; avoidance of the disposal of leaves, branches and other debris in the HMA; and reduction or elimination of all other human activities that introduce sediment into the HMA. Efforts to avoid or reduce runoff of sand and other materials into the HMA from roads and other surfaces draining to the HMA will be encouraged and supported.

d. Placement and Maintenance of Aids to Navigation:

- (1) Aids to navigation in and near the HMA, including principally federal aids maintained by the U.S. Coast Guard as well as private (non-federal) aids, and including buoys, beacons and signs, will be adequate for marking areas and conditions affecting navigation safety.
- (2) Private aids to navigation may be placed in the HMA as needed with approval from the appropriate agency of the City and appropriate permits from State and federal agencies.
- (3) The city, acting through the Newburgh Police Department or other appropriate agency, will conduct a periodic review of the number, type, location, condition and adequacy of any aids to navigation in and near the HMA, and transmit the results of this review to the U.S. Coast Guard as necessary.

e. Designation of Navigation Fairways:

- (1) Specific water areas to be kept free of obstructions may be designated as navigation fairways by the city where necessary to ensure safe passage of recreational and commercial vessels to, from and through areas of vessel traffic in the HMA and to delineate the extension of City-owned rights-of-way into the HMA.
- (2) Regulatory buoys may be placed at the direction of the appropriate agency of the City as necessary to mark the boundaries of designated navigation fairways.
- (3) Designated navigation fairways will be of an appropriate width to ensure ease and safety of navigation. When determining the appropriate width of any navigation fairway to be designated in the HMA, consideration will be given to existing HMA conditions including: type of vessel use and amount of vessel traffic anticipated; traditional water uses; navigation rights and reasonable use expectations of the general public; normal wind,

wave and current conditions; location and extent of existing in-water structures; the riparian rights of waterfront property owners; and the width of City-owned rights-of-way.

f. Designation of Setback Distances from Navigation Fairways:

- (1) All piers, docks, bulkheads, pilings and other structures in the HMA will be set back from the boundaries of designated navigation fairways a safe and sufficient distance to ensure that these structures, and any vessels docked or anchored at these structures, do not interfere with the safe and free passage of any vessel using the fairways and with appropriate and beneficial use of City-owned rights-of-way.
- (2) Setback distances will be measured from the nearest boundary line of the nearest fairway to the nearest point of the particular structure or any vessel typically docked or anchored at that structure.
- (3) Appropriate setback distances for proposed structures and work in the HMA will be determined on a case-by-case basis by the CAC based on a review of existing HMA conditions including: type of vessel use and amount of vessel traffic anticipated; traditional water uses; navigation rights and reasonable use expectations of the general public; normal wind, wave and current conditions; location and extent of existing in-water structures; the littoral rights of waterfront property owners; and the width of City-owned rights-of-way.

g. Coordination to Address Harbor Icing Impacts:

- (1) City, State and federal agencies and officials, including the Newburgh police and fire departments and U.S. Coast Guard, will coordinate and apply available resources to address potentially dangerous and damaging conditions caused by ice conditions in the HMA.
- (2) Ongoing communication will be encouraged and supported among City, State and federal agencies and officials, water-dependent facility operators, affected waterfront property owners and other concerned parties for the purpose of increasing awareness of ice conditions in the HMA as well as opportunities for avoiding or reducing potential ice-induced damage to shoreline structures.

h. Avoiding and Eliminating Unauthorized Encroachments in the HMA:

- (1) No structures or any other work (including docks, piers, floats, pilings, bulkheads and dredging or filling of aquatic areas) will be placed or take place in the HMA without necessary City, State or federal authorization. Any unauthorized structures or other work in the HMA will be considered unauthorized encroachments to be eliminated or otherwise corrected in accordance with City, State and federal laws, regulations and ordinances.
- (2) The CAC and other appropriate agencies of the City will encourage and support the identification and elimination of any existing or future unauthorized encroachments in the HMA.
- (3) Any unauthorized encroachments as defined above and determined to have occurred after the effective date of the HMP will be removed or otherwise corrected by the offending party. City, State and federal regulatory agencies will not issue after-the-fact authorizations that would bring those violations into compliance, unless there are compelling, clearly demonstrated reasons to do so.
- (4) Any unauthorized encroachments as defined above and determined to pre-date the effective date of the HMP will be evaluated individually by the CAC and other appropriate agencies of the City and specific measures should be developed, in cooperation with State and federal authorities, to remove or otherwise correct these unauthorized encroachments.
- (5) Any civil penalties assessed by state agencies for unauthorized work in the HMA subject to regulatory programs administered by those agencies will be used to fund beneficial projects for environmental enhancement and other improvements in the HMA, to the maximum extent consistent with State laws and policies.

i. Boating Safety and Education:

- (1) Local training and educational programs to promote boating safety such as boating safety courses offered by the Coast Guard Auxiliary and other certified organizations will be encouraged and supported.

j. Energy Generation and Transmission Facilities:

- (1) Any proposals for energy generation and transmission that would affect the real property on, in or contiguous to the HMA, including floating and submerged platforms, pipelines

and other structures, will be carefully reviewed to identify any potential adverse impacts of such proposals on navigation, coastal resources, and other conditions in the HMA. Any adverse impacts that may be identified will be avoided or otherwise mitigated.

k. Underwater Lands:

- (1) All public and private actions in the HMA will be consistent with the rights of those holding any underwater land grant, lease, or easement that may be affected and with any conditions or restrictions established in such grant, lease or easement.

l. Mooring and Anchoring:

- (1) The location and placement of all permanent moorings in the HMA will be carefully managed by the City, acting as necessary through its designated agent or agency, in a manner that provides for safe and equitable use of available mooring locations.
- (2) Standardized procedures will be established by the City, as necessary, to guide the placement and maintenance of all permanent moorings.
- (3) Determination of the number and location of permanent moorings in the HMA will be based on consideration of:
 - water depths and bottom conditions;
 - the availability of suitable on-land access areas to serve the moorings;
 - the need to avoid conflicts with traditional water uses and navigation patterns; and
 - the need to achieve the most efficient use of available mooring locations without adversely affecting navigation safety.
- (4) All mooring tackle used in the HMA will meet minimum standards established by the City, and may be subject to periodic inspection, as necessary, to ensure that it is maintained in a safe condition.
- (5) Anchoring of vessels in the HMA will not cause an obstruction or hazard to navigation nor any significant adverse impacts on environmental quality or other public uses or purposes of the HMA. The anchoring of all vessels will be subject to any order of a duly authorized agent of the City needed to maintain the safe and efficient operation of the HMA.
- (6) The use of anchored and/or moored vessels and other floating structures for non-water-dependent purposes on publicly owned underwater lands of the State of New York will

be prohibited in the HMA unless such use predates the effective date of the Plan and is shown to be consistent with all applicable city, state, and federal laws, regulations, and ordinances.

4. Environmental Quality Policies

a. Balancing Environmental Conservation Goals with Goals for Water and Waterfront Use and Development:

- (1) Efforts to stimulate economic growth and development enhanced by the HMA and waterfront will be carried out in coordination with efforts to protect and enhance the environmental quality, natural and cultural resources and ecological functions associated with the HMA.

b. Recognizing the Carrying Capacity of Coastal Resources to Accommodate New Development and Other Activities:

- (1) Development affecting real property on, in or contiguous to the HMA and other uses of the HMA will be balanced with the need to protect natural coastal resources and the ecological functions associated with the HMA and will not result in significant adverse impacts on environmental quality.
- (2) The design and review of proposals affecting real property on, in or contiguous to the HMA will take into consideration cumulative impacts on the HMA's aquatic resources and the capacity of those resources to support the proposed development or use without significant adverse impacts on environmental quality. The design and review of proposals affecting the HMA will also be guided by recognition that there are limits to the amount of growth and development that the HMA's natural environment can accommodate without important public values being lost as a result of environmental degradation. It will be recognized that cumulative impacts on environmental quality can result from individually minor but collectively significant actions taking place over a period of time.
- (3) New or expanded uses and facilities determined to exceed the capacity of the HMA to support such uses and facilities in a safe and environmentally sound manner will be avoided.
- (4) Determinations of the capacity of the HMA's natural environment for accommodating new use and development will be carried out through the case-by-case review of individual proposals by the CAC and other appropriate agencies of the City, acting in coordination with State and federal regulatory agencies. This review will address: 1) the

capacity of coastal resources to support waterfront development and other uses of the HMA; and 2) any potential public safety and navigation impacts associated with increased water use and activity that may be associated with the proposed development.

- (5) It will be the responsibility of project applicants to provide the information necessary for the WAC and other appropriate agencies of the City to adequately assess the potential impacts of proposed development projects on coastal resources. Any information required will be reasonable in scope and commensurate with the size, type or scale and potential positive and negative impacts of the proposal.

c. Maintaining and Improving Surface Water Quality:

- (1) The implementation of all feasible measures to maintain and improve surface water quality in the HMA, including implementation and enforcement of applicable city, state, and federal laws, regulations and ordinances will be encouraged and supported.
- (2) Efforts to improve water quality in the HMA through reduction or elimination of point and non-point sources of pollution (including stormwater runoff from roads, parking areas and other surfaces), will be encouraged and supported.
- (3) Efforts to improve water quality in the HMA will include: maintenance, repair, and improvement of stormwater collection and treatment facilities as necessary in accordance with best available technology; reduction or elimination of any pollution caused by boating activities; reduction of the amount of sand, debris and other pollutants discharging into the HMA from roads and waterfront properties; and reduction or elimination of all other human activities that unnecessarily introduce sediment, debris, or pollutants into the HMA.
- (4) The use of suitable best management practices to manage, reduce where feasible, or otherwise control stormwater runoff into the HMA will be encouraged and supported, including establishment and maintenance of buffer zones of natural vegetation to filter polluted runoff draining into the HMA.
- (5) All new development generating significant stormwater discharges directly or indirectly into the HMA will be required to employ appropriate stormwater treatment systems and technology, including filters and swirl-type grit chambers where necessary, to reduce the potential for non-point source pollution to enter the HMA. All such systems and technology will be properly maintained and operated in accordance with regularly

scheduled maintenance procedures and all accumulated residue will be properly disposed of.

- (6) The City will continue to maintain and upgrade its wastewater collection and treatment facilities, as necessary, in accordance with best available technology. Capital budget requirements necessary for continued effective operation and maintenance of the City's wastewater treatment plant will be supported.
- (7) An effective, ongoing program of water quality monitoring in the HMA by qualified governmental agencies and/or nongovernmental organizations will be encouraged and supported. That program will be conducted to identify existing and potential sources of pollution and to establish and maintain a database of information to support water quality improvement efforts by City agencies with water quality responsibilities and authorities.
- (8) Vessel holding tanks for sanitary waste will not be discharged into the HMA. Existing State and federal regulations controlling the disposal of waste from vessels will be effectively enforced by the appropriate regulatory agencies.
- (9) Vessel waste pump-out facilities with adequate capacity to serve the needs of all boaters in the HMA will be maintained in the HMA. Any new or expanded marina facility providing additional boat slips will provide convenient on-site vessel waste pump-out facilities or demonstrate that they are readily available and accessible vessel waste pump-out capacity exists elsewhere in the HMA to accommodate their needs.
- (10) In order to minimize use of vessel waste pump-out facilities in the HMA, all new marina facilities will be required to provide restroom facilities for marina patrons, including visiting boaters.
- (11) Initiatives to improve water quality in the HMA and Hudson River that are planned and implemented with consideration of watershed conditions and in coordination with other affected communities in the Hudson River watershed will be encouraged and supported.
- (12) Any use of waterfront and other LWRP-area properties for disposal/storage of snow removed from streets, parking lots and other areas will include appropriate measures including containment barriers and appropriate setbacks from the water's edge, to ensure that no significant pollution, including sedimentation, may enter the HMA through runoff from melting snow.

d. Use and Protection of Fisheries Resources:

- (1) Opportunities for vessel- and shore-based recreational fishing in the HMA will be maintained and, to the extent feasible, enhanced.
- (2) Recreational and commercial fishing activities will be encouraged and supported, in balance with other water-dependent recreational and commercial uses of the HMA and with consideration of the sustainable capacity of fisheries resources in the Hudson River as determined by the appropriate resource management agencies of the State of New York.
- (3) Necessary actions to protect, maintain, and enhance fisheries habitat and resources in the HMA for recreational and commercial use and public enjoyment, consistent with City, State and federal laws, regulations and ordinances will be encouraged and supported.

e. Protection of Waterfront Scenic Quality:

- (1) When considering matters related to the scenic quality associated with the HMA and waterfront, including potential impacts on scenic quality, consideration will be given to public views of the HMA, Hudson River and Hudson Highlands from upland locations in the City and to views of the HMA and City from the river.
- (2) Design and review of development proposals on waterfront properties or otherwise affecting the HMA will take into consideration cumulative impacts on scenic quality and the capacity of the natural and built environment to support the proposed development without the occurrence of significantly adverse impacts on scenic quality.
- (3) All appropriate laws, regulations and ordinances will be applied to discourage illegal dumping of trash and other debris in and near the HMA. Violators will be vigorously pursued and prosecuted to the extent of the law.
- (4) To the extent feasible, commercial and industrial sites adjoining and nearby the HMA will be maintained with suitable buffers to screen any site uses and facilities that may detract from waterfront scenic quality.
- (5) Proposals for development on and near the waterfront will be designed and reviewed to determine potential impacts on scenic quality. New or expanded uses and facilities that would significantly interfere with existing public views of the HMA, Hudson River and Hudson Highlands or otherwise adversely affect scenic quality will be avoided.

- (6) City-owned waterfront properties will be maintained in the timeliest and effective manner needed to provide for continued public use and enjoyment of public spaces. Capital and operating budget allocations required for timely and effective maintenance of City-owned waterfront properties will be encouraged and supported.
- (7) No bulkhead or other shore protection structure on, in or contiguous to the HMA will be allowed to deteriorate to the extent that it causes a significantly adverse impact on environmental quality. Any deteriorated bulkhead or other shore protection structure will be repaired or replaced where such deterioration is causing significantly adverse impacts on natural resources or ecological functions.

f. Preserving Cultural Resources and Maritime Heritage:

- (1) Important cultural resources in and near the HMA, including buildings and sites of historic and/or archaeological significance, will be protected from any significant adverse impacts that may be caused by in-water or waterfront development.
- (2) Cultural resources in and near the HMA will be maintained, where appropriate, for public use and enjoyment in coordination with redevelopment plans and proposals.
- (3) Beneficial projects and programs that serve to increase public awareness and appreciation of the city's cultural history and heritage tied to the Hudson River will be encouraged and supported.
- (4) Beneficial projects and programs that are consistent with the goals of the Hudson River Valley National Heritage Area's Management Plan will be encouraged and supported.

5. Recreational Boating Policies

a. Provision of Boating Facilities:

- (1) The City will encourage the continued operation of private boating clubs and commercial marinas and boatyard facilities and the establishment of new and/or enhanced boating facilities, as needed, in appropriate locations. Any future development that may affect existing marina and/or boatyard facilities will not result in a significant reduction of currently available boat slips and boat service facilities.
- (2) The continued operation of water-dependent boat service facilities and the enhancement of those facilities in appropriate locations will be encouraged and supported.

- (3) City planning and zoning requirements will be applied as necessary to protect and promote water-dependent uses such as private boating clubs and commercial marina and boatyard facilities.
- (4) The provision of additional commercial and private boat slips to meet current and future demands for recreational boating facilities will be encouraged where the construction of such slips will be consistent with all other applicable provisions of the LWRP.
- (5) The design and review of future boating facility development proposals, including proposals to develop public and private boat slips, will take into consideration the potential cumulative impacts of this development on the coastal resources of the HMA as well as the capacity of the HMA to accommodate additional boating facilities without significant adverse impacts on navigation, public safety and environmental quality.

b. Provision of Public Boating Facilities:

- (1) Enhancement and expansion of existing public boating facilities and the establishment of new facilities will be encouraged to provide dock space, boat launching areas for trailered and hand-carried vessels, a public landing and other facilities as well as enhanced public access opportunities to the HMA by resident, nonresident and transient boaters. Facilities provided will be consistent with demonstrated need and with the capacity of the HMA and upland areas to accommodate those facilities.
- (2) The establishment and maintenance of small craft launching and landing areas available for public use at suitable waterfront locations will be encouraged and supported to serve small vessels such as kayaks and canoes that can be transported without trailers.
- (3) Capabilities needed to maintain city-owned boating facilities in a clean, attractive, safe, and enjoyable condition, including budget, staff and equipment capabilities, will be maintained and, to the extent feasible, enhanced.
- (4) When considering matters related to the provision of public boating facilities, consideration will be given to the needs of both City residents and visitors to the City.

c. Facilities for Visiting Boaters:

- (1) Consistent with other applicable provisions of the LWRP, public facilities including dock space, a public landing and facilities for public access will be established and maintained to serve visiting boaters.

d. Live-Aboard Vessels:

- (1) Any use of berthed vessels as short-term, seasonal, or permanent residences in the HMA will be monitored and, where necessary, effectively regulated to maintain public health, safety and welfare.
- (2) The use of berthed vessels as permanent residences (as distinguished from short-term use of a vessel for sleeping as a secondary use to the vessel's primary commercial or recreational water-dependent use) in the HMA will be consistent with all applicable City, State and federal laws, regulations and ordinances. Such use will be prohibited in those instances where necessary waterfront services, including services for sewage disposal, potable water and vehicle parking, are not available.
- (3) The use of any anchored vessels as short-term, seasonal, or permanent residences in the HMA will be prohibited.

e. Personal Watercraft Use:

- (1) The operation of all personal watercraft in the HMA shall be in accordance with all applicable boating laws, regulations and ordinances, including those concerning speed and noise levels.

f. Hand-Powered Boating Uses:

- (1) Hand-powered boating activities such as rowing, canoeing and kayaking are encouraged and supported in the HMA, in balance with other recreational and commercial uses of the HMA, and when conducted in a safe and environmentally sound manner.
- (2) Launching and landing areas to support access to the HMA by small vessels such as canoes, kayaks and rowing sculls, including access by vessels that can be transported without trailers, will be established and maintained.
- (3) Organized events involving hand-powered vessels, planned and conducted in a manner that provides for the protection of public health, safety and welfare and that avoids or minimizes the risk of conflict with other vessels using the HMA, will be encouraged and supported.

6. Commercial and Industrial Policies

a. Support for Water-Dependent Commercial and Industrial Activities:

- (1) Consistent with other applicable provisions of the LWRP, the continued and beneficial operation of water-dependent commercial and industrial facilities in the HMA will be encouraged and supported in appropriate locations.

b. Avoiding Conflicts with Recreational Activities:

- (1) Water-dependent commercial and industrial operations in the HMA will be effectively managed as necessary to avoid vessel congestion in the HMA and any undue conflicts between commercial and recreational vessels.
- (2) Reducing or eliminating potential conflicts between recreational and commercial vessels and facilities will be a significant consideration in the design and review of future public and private waterfront development proposals.

c. Contingency Planning for Materials Spills:

- (1) In coordination with City, State and federal government agencies, appropriate spill contingency plans will be maintained and periodically updated by the facilities dispensing or receiving materials that could potentially spill into the HMA.
- (2) Equipment necessary for the control of fuel and other spill emergencies will be properly maintained and periodically inspected to ensure continued readiness for responding to those emergencies.
- (3) The Newburgh Fire Department will be provided with the timeliest notification of any fuel and other materials spills affecting the HMA. Complete and comprehensive records of all fuel and materials spills in the HMA will be maintained in a suitable location in the city and be available for review by duly authorized agencies and officials for harbor management purposes.

d. Boat Terminals:

- (1) Establishment of boat terminals on, in or contiguous to the HMA, including terminals for ferry boats and excursion boats, will be encouraged and supported where such terminals

will: a) enhance the regional transportation infrastructure by providing efficient waterborne transportation of passengers to and from Newburgh; and/or b) provide beneficial opportunities for public access to the HMA and Hudson River.

- (2) All proposals for new or expanded boat terminals on, in or contiguous to the HMA will be carefully designed and reviewed to avoid or minimize any significant adverse impacts on navigation, coastal resources and upland areas near and adjoining the HMA.

e. Floating Structures:

- (1) The use of anchored and/or moored vessels and other floating structures such as docks for non-water-dependent commercial or industrial purposes on publicly owned underwater lands of the State of New York will be prohibited in the HMA unless such use predates the effective date of the Plan and is shown to be consistent with all applicable City, State and federal laws, regulations and ordinances.

7. Waterfront Development Policies

a. Planning and Review of Waterfront Development Proposals:

- (1) Waterfront use and development will be managed through the City's planning, zoning and other regulatory authorities giving first priority and preference to water-dependent uses and facilities and second priority and preference to water-enhanced uses and facilities.
- (2) All public and private waterfront development proposals affecting the HMA will be carefully planned and reviewed for consistency with the LWRP and to mitigate any potentially significant adverse impacts on beneficial uses and conditions in the HMA.
- (3) The potential impacts of waterfront development proposals on opportunities for future water-dependent uses and activities in the HMA will be an important consideration in the design of waterfront development proposals and when reviewing those proposals for consistency with the LWRP.
- (4) Opportunities for stimulating economic growth through beneficial water-dependent and water-enhanced development on, in or contiguous to the HMA will be encouraged and supported, where such development is consistent with all other applicable policies, plans and ordinances of the City.
- (5) The planning and implementation of all city-supported development initiatives affecting the NHMA waterfront will be undertaken in the most coordinated manner possible,

emphasizing consistent project objectives related to future commercial, recreational and other beneficial uses of the HMA.

- (6) The CAC will serve in an advisory capacity in the development of all City-supported development initiatives affecting the HMA waterfront. Pursuant to Chapter 159 of the Code, all City-supported development initiatives affecting the waterfront will be reviewed by the CAC for consistency with the LWRP.
- (7) Redevelopment of any vacant or underutilized properties on or near the waterfront will be encouraged and supported where that development is consistent with applicable City, State and federal policies, plans and regulations, and where that redevelopment is expected to result in significant and long-term beneficial impacts on the future character of the HMA and waterfront.
- (8) When reviewing proposals for waterfront development, the City will apply its planning, zoning and other regulatory authorities to encourage the provision of public amenities where feasible, including facilities for public access to the HMA.

b. Protecting Water-Dependent Uses and Activities:

- (1) The City will implement (through its planning, zoning and other regulatory authorities) the policies of the LWRP to support and encourage the development and continued operation of water-dependent land uses on waterfront sites.
- (2) Public access to the HMA will be promoted wherever feasible, but the City will ensure, through appropriate zoning and other land-use provisions, that existing water-dependent uses are not replaced by non-water-dependent uses providing only limited public access to the HMA.
- (3) Pursuant to Chapter 159 of the City Code, all proposals for development on waterfront properties or otherwise affecting the HMA submitted to the City's planning and zoning boards and other city agencies will be reviewed by the CAC for consistency with the LWRP.

a. Construction and Maintenance of In-Water Structures:

- (1) All public and private floats, docks, piers and other in-water structures will be set back from the boundaries of designated navigation fairways a sufficient distance to ensure that those structures and any vessels docked at those structures do not interfere with safe and unobstructed navigation.

- (2) Construction of public and private floats, docks, piers and other in-water structures will not have a significant impact on natural resources, public access opportunities, visual quality and traditional water uses.
- (3) The appropriate extent to which public and private floats, docks, piers and other in-water structures extend waterward in order to reach navigable water will be evaluated by the CAC in the course of the Harbor Management Consistency Review, taking into consideration the riparian rights of waterfront property owners, existing conditions in the HMA, public access requirements and other pertinent conditions.
- (4) To reduce potential adverse impacts on navigation resulting from the construction of new or extended in-water structures and to ensure compliance with any conditions included in the State and/or federal permits for those structures, the permittee will be required, as a permit condition, to provide an "as-built" survey or other documentation following completion of the permitted construction.
- (5) No public or private float, dock, pier or other in-water structure, will be allowed to deteriorate to the point that a hazard or inconvenience to navigation or a condition adversely affecting public safety and/or environmental quality may result. All in-water structures authorized by State and/or federal permits in the HMA will be maintained in accordance with the maintenance conditions specified in those permits. Any observed deterioration of a State or federally authorized in-water structure affecting or potentially affecting navigation and/or environmental quality in the HMA, including any leakage of material into the HMA from behind the structure, will be brought to the attention of the appropriate city, state, and/or federal agency for appropriate enforcement action.
- (6) Permits for the placement of permanent structures in the HMA will be granted only to those who possess the riparian right to place such structures and will be consistent with the terms, rights and conditions of any underwater land grant, lease or easement that may be affected.

b. Filling and Stabilization of Waterfront Property:

- (1) Timely maintenance, repair, and replacement as necessary of existing bulkheads and other shore protection structures to support water-dependent uses and achieve other beneficial purposes will be encouraged and supported.

- (2) Repair of existing bulkheads and other shore protection structures on individual sites will be encouraged in coordination with waterfront redevelopment projects affecting those same sites.
- (3) Filling of viable and productive aquatic areas in the HMA to create additional land area for development will be discouraged.

f. Riparian Rights for Use of Navigable Water:

- (1) The riparian rights of the owners of land contiguous to the HMA, including the right of access to navigable water and the right to other improvements and useful purposes, will be recognized and protected. Such rights will be exercised in a reasonable manner without substantial impairment of the public's rights and interests in the use and conservation of the Public Trust area.
- (2) The exercise of riparian rights will be consistent with the terms, rights and conditions of any underwater land grant, lease or easement that may be affected.
- (3) The City will not sell, lease, or otherwise convey any riparian right unless such conveyance is determined to be consistent with all applicable City, State and federal laws, regulations and ordinances.

8. Public Access Policies

a. Providing Public Access to the HMA and Along the Shoreline:

- (1) The City will encourage and support the provision of facilities and opportunities for public access to the HMA, consistent with the capacity of the HMA and waterfront to accommodate those facilities and opportunities. Public access will be considered as physical and/or visual access to the HMA that will be available to all members of the general public and not limited to any particular groups or individuals.
- (2) Facilities and areas for public access to the HMA will be provided in coordination with implementation of the LWRP, Master Plan and the City's waterfront zoning regulations. The City will require the provision of well-designed, meaningful and coordinated public access to the water by all waterfront development subject to the City's waterfront and harbor management consistency review, except development for principal uses that are

otherwise water-dependent as defined in the LWRP and Article 42 of the New York Executive Law.

- (3) The City will pursue the acquisition of waterfront land and easements (through purchase, donation, or other proper means) when such opportunity may arise and where such acquisition will provide opportunities for safe and enjoyable public access to the HMA and enhance the overall beneficial value and usefulness of the city's system of public parks and open space.
- (4) The City will not sell, lease, or otherwise convey any waterfront property unless such conveyance is determined to be consistent with all applicable City, State and federal laws, regulations and ordinances.

b. Pedestrian Access between the Waterfront and Other Areas of the City:

- (1) Well-designed and beneficial facilities for pedestrian access will be provided to link public boating and other water access facilities with commercial and other areas of the City.

c. Access to the HMA from City Parks and Rights-of-Way:

- (1) Opportunities for public access to the HMA through the City park system will be fully utilized and, to the extent feasible, enhanced. The City will promote and encourage increased water-related use and activities at public parks including visual and physical access opportunities, public boat slips and launching facilities, public landings and other facilities for visiting recreational boaters, small boat storage and launching areas and fishing piers. These uses and activities will be consistent with all other applicable provisions of the LWRP and with the capacity of the City-owned properties to accommodate enhanced or expanded use in a safe and environmentally sound manner.
- (2) A fair and equitable schedule of fees for the use of public boating facilities will be maintained, consistent with facility costs and goals for encouraging use of the HMA by resident, nonresident and visiting boaters.
- (3) Opportunities for improving physical and visual public access to the HMA through city-owned street ends and other public rights-of-way will be encouraged and supported, consistent with all other Plan provisions. Where feasible, the City will improve street ends and other public rights-of-way for public use in the near term and in all cases ensure the retention of the water access opportunities provided by these street ends and rights-of-way for future public use and enhancement.

- (4) Any development or improvement of city-owned street ends and other public rights-of-way for purposes of public access to the HMA will be consistent with traditional waterfront character and applicable land-use policies and zoning regulations of the city.

d. Balancing Public and Private Rights for Use of the HMA:

- (1) Plans and proposals to improve existing public access facilities and to provide new public access opportunities will be consistent with the riparian rights of waterfront property owners, including private owners and the city. Conversely, the exercise of riparian rights by waterfront owners will not have a significant adverse effect on coastal resources, public access opportunities, scenic quality, traditional water uses and other public values associated with the land and water resources in the HMA.

e. Special In-Water and Waterfront Events and Activities:

- (1) Special in-water and waterfront events, festivals and other activities that attract City residents and visitors to the HMA, provide opportunities for public enjoyment and stimulate public interest and community involvement in matters pertaining to the HMA will be encouraged and supported.
- (2) A fair and equitable schedule of fees for the use of public waterfront areas for special events will be maintained, consistent with facility costs and goals for encouraging public use of the HMA.

f. Encouragement of Water-Based Tourism:

- (1) Opportunities for expanding water-based tourism activities and the associated economic, cultural, recreational and other benefits of those activities to the City and Hudson Valley region will be encouraged and supported.

(See Policies 1, 1A, 4, 19, 21, 22)

POLICY 3 **FURTHER DEVELOP THE STATE'S MAJOR PORTS OF ALBANY, BUFFALO, NEW YORK, OGDENSBURG, AND OSWEGO AS CENTERS OF COMMERCE AND INDUSTRY, AND ENCOURAGE THE SITING, IN THESE PORT AREAS, INCLUDING THOSE UNDER THE JURISDICTION OF STATE PUBLIC AUTHORITIES, OF LAND USE AND DEVELOPMENT WHICH IS ESSENTIAL TO, OR IN SUPPORT OF, THE WATERBORNE TRANSPORTATION OF CARGO AND PEOPLE.**

The state coastal policy regarding development of major ports is not applicable to the City of Newburgh.

POLICY 4 STRENGTHEN THE ECONOMIC BASE OF SMALLER HARBOR AREAS BY ENCOURAGING THE DEVELOPMENT AND ENHANCEMENT OF THOSE TRADITIONAL USES AND ACTIVITIES WHICH HAVE PROVIDED SUCH AREAS WITH THEIR UNIQUE MARITIME IDENTITY.

POLICY 4A REDEVELOP THE HARBOR FOR PROMOTION OF WATER-DEPENDENT AND WATER-ENHANCED USES.

Explanation of Policy

This policy recognizes that the traditional activities occurring in and around numerous smaller harbors throughout the State's coastal area contribute to the economic strength and attractiveness of these harbor communities. The City of Newburgh does not have a harbor with a unique maritime identity or strong economic function. Even though there is not a significant harbor area in Newburgh, efforts toward promoting recreational fishing, cultural activities, marinas, water-related recreational facilities, historic preservation, natural resource preservation, the preservation of vistas and views and other activities which will make the waterfront area appealing as a tourist location and for residential, commercial and recreational usage will be pursued. Special consideration will be given to visual appeal and social benefits.

The following guidelines will be used by the City to determine consistency:

1. Priority will be given to those traditional and/or desired uses which are dependent on or enhanced by a location adjacent to the water.
2. Uses will be promoted that will enhance or not detract from or adversely affect existing traditional and/or desired anticipated uses.
3. Uses will not be promoted that will be incompatible with, or lead to development which would be incompatible with, existing development in terms of the surrounding area's scale, intensity of use and architectural style.
4. Uses will not be allowed that would cause a site to deteriorate, e.g., a structure shall not be abandoned without protecting it against vandalism and/or structural decline.
5. Uses will not be promoted that will adversely affect the existing economic base of the community. Uses which continue to promote economic revitalization within the area shall be given priority, especially developments or uses which increase the number of visitors, patrons, employees or residents in the area, or increase the employment of city residents.

Such uses will increase economic activity, improve the tax base and support the area's revival.

6. Uses will not be promoted that will detract from views of the water, particularly where the visual quality of the area is an important component of its appeal and identity.

(See Policies 1, 2, 9, 19, 19A, 21, 22, 23, 25)

POLICY 5 ENCOURAGE THE LOCATION OF DEVELOPMENT IN AREAS WHERE PUBLIC SERVICES AND FACILITIES ESSENTIAL TO SUCH DEVELOPMENT ARE ADEQUATE.

Explanation of Policy

The above policy is intended to accomplish the following:

- Strengthen existing residential, industrial and commercial centers;
- Foster an orderly pattern of growth where outward expansion is occurring;
- Increase the productivity of existing public services and mitigate the need to provide new public services in outlying areas;
- Preserve open space in sufficient amounts and where desirable; and
- Foster energy conservation by encouraging proximity between home, work and leisure activities.

Intensive development (residential, commercial and industrial) will not be allowed in areas where water and sewer facilities are not adequate. Development, particularly large-scale development, within the LWRP area will be encouraged to locate within or in close proximity to areas where infrastructure and public services are adequate or can be expanded or upgraded. Water and sewer improvements will be made where necessary and where economically feasible to support new development. Facility expansions will be provided as necessary to support redevelopment and revitalization activities. Owners and lease holders bear the responsibility for waste management on their properties.

Existing water and sewer service facilities will be continuously monitored to ensure proper functioning. All system components will be maintained to avoid unnecessary environmental problems such as seepage, the discharge of untreated effluent, leakage and standing water. Likewise, providing sewer and water services to the City of Newburgh's residents, before other municipalities, will be the main goal.

The following points will be considered when assessing the adequacy of the area's infrastructure and public service for proposed developments:

1. The streets, highways, parking areas, and public transit stops serving the proposed site can safely accommodate the peak traffic generated by the proposed land development;
2. The development's water needs (consumptive and firefighting) can be met by the existing water supply system;
3. The existing sewage disposal system can accommodate the wastes generated by the development or includes adequate provisions for necessary upgrades;
4. The energy needs of the proposed land development can be accommodated by existing utility systems. Alternative energy and disposal systems will be investigated and evaluated;
5. All stormwater runoff from the proposed site can be accommodated by on-site and/or off-site facilities without negatively impacting other properties; and
6. All existing garbage and recycling services can accommodate the wastes generated by the development, or adequate provisions for upgrades (to be the responsibility of the property owner) are provided;
7. The existing schools, police and fire protection, and health and social service are adequate to meet the needs of the population expected to live, work, shop or conduct business in the area as a result of the development.

The allocation of funds for water and sewer improvements and other public services will give priority to activities and areas which promote waterfront revitalization in the LWRP area.

(See policies 11, 14, 18, 19A, 21, 30, 33)

POLICY 6 EXPEDITE PERMIT PROCEDURES IN ORDER TO FACILITATE THE SITING OF DEVELOPMENT ACTIVITIES AT SUITABLE LOCATIONS.

Explanation of Policy

For specific types of development activities and in areas suitable for such development, State agencies and local governments participating in the LWRP will make every effort to coordinate and synchronize existing permit procedures and regulatory programs. This will, however, not be at the expense of the

integrity of a regulation's objectives. Permit procedures and regulatory programs will be coordinated within each agency and efforts will be made to ensure that each individual agency's procedures and programs are synchronized with other agencies' procedures at each level of government. Finally, regulatory programs and procedures will be coordinated and synchronized between levels and responsible entities of government.

2. FISH AND WILDLIFE POLICIES

POLICY 7 SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS WILL BE PROTECTED, PRESERVED, AND WHERE PRACTICAL, RESTORED SO AS TO MAINTAIN THEIR VIABILITY AS HABITATS.

Explanation of Policy

The State Coastal Policy regarding significant coastal fish and wildlife habitats is not applicable to the City of Newburgh. No fish and wildlife habitats of significant Statewide importance have been identified in Newburgh. However, a 2004 report on biodiversity and natural resources within the Quassaick Creek estuary identified a number of areas within the estuary as actual or potential reservoirs of biodiversity, or resources for resident or itinerant wildlife. Quassaick Creek below the first dam upstream provides breeding habitat for anadromous fishes, while the tidal mouth of the creek may be an important refuge for young fish of species inhabiting the Hudson River. Upland areas in the estuary provide potential breeding habitat for some amphibians, and habitat areas for amphibians, reptiles and canopy-breeding birds. The Quassaick Creek also provides potential habitat areas for several state-rare species: woodland agrimony, wood turtle and narrow-leaf sedge, and could also support regionally rare species such as breeding cerulean warbler and tulip tree silk moth.

Although the Quassaick Creek estuary is not recognized as a Significant Coastal Fish and Wildlife Habitat, this area will be protected, preserved and restored to the greatest extent possible to maintain its value as habitats for the species described above.

POLICY 7A ACTIVITIES THAT WOULD ADVERSELY AFFECT FISH RESIDENT IN OR MIGRATING THROUGH WATERS ADJACENT TO NEWBURGH WILL BE AVOIDED.

Explanation of Policy

Although fish and wildlife habitats of significant Statewide importance have not been identified in Newburgh, a variety of fish species which reside in or migrate through the Hudson River estuary at Newburgh shall be protected. If fish are not protected, recreational fishing will not be available to local residents, and the unique environment of the Hudson River and Newburgh Bay may be adversely affected.

Because residents of Newburgh fish from the water's edge, an attempt to preserve the existing fish and wildlife and encourage reproduction is important. The water quality levels in Newburgh shall be maintained and improved where possible. Dumping into the Hudson River will be prohibited. Adequate sewage and stormwater facilities will be maintained. Because the disposal of untreated waste into the Hudson River is prohibited, marinas, all land and water uses and watercraft must dispose of waste properly. Adequate solid waste receptacles will be provided near Newburgh Landing and waterfront park, the Newburgh Yacht Club, Newburgh Boat Launch, Fishing Pier, South Street Park and any proposed new recreational developments. In addition, a pump-out station for small watercraft will be considered for each new marina or boat docking facility. The City will explore the feasibility of establishing a vessel waste pump-out station at the wastewater treatment plant site. (See Section IV: Proposed Projects).

All new developments will be carefully monitored to assure the protection of fish and wildlife. Actions which destruct or significantly impair water quality or potential habitats will not be permitted. New development, especially in the waterfront area, along the Quassaick Creek corridor and in proximity to Muchattoes Lake, may not be undertaken if it could potentially destroy or significantly impair biological conditions unless such conditions are found to be harmless to fish and wildlife. An action will be considered to significantly impair a habitat or wildlife area if it will reduce a vital resource or change environmental conditions. Measures will be taken to mitigate negative conditions which could occur as a result of new development, revitalization activities or any other action.

Activities that are likely to affect fish and wildlife must be avoided wherever possible. Such activities would include but are not limited to the following:

1. Filling Shallow Areas of Streams and the Estuary: May change physical character of substrate (e.g., sandy to muddy, or smother vegetation, alter surface water hydrology).
2. Grading Land: Results in vegetation removal, increased surface runoff, or increased soil erosion and downstream sedimentation.
3. Clear Cutting: May cause loss of vegetative cover, increase fluctuations in amount of surface runoff, or increase streambed scouring, soil erosion, sediment deposition.
4. Dredging or Excavation: May cause change in substrate composition, possible release of contaminants otherwise stored in sediments, removal of aquatic vegetation, or change circulation patterns and sediment transport mechanisms.
5. Dredge spoil disposal: May induce shoaling of littoral areas, or change circulation patterns.

6. Introduction, storage or disposal of pollutants such as chemical, petrochemical, solid wastes, nuclear wastes, toxic material, pesticide, sewage effluent, urban runoff, leachate of hazardous and toxic substances stored in landfills: May cause increased mortality or sublethal effects on organisms, alter their reproductive capabilities or reduce their value as food organisms.
7. Creating or maintaining man-made barriers to anadromous fish passage.

The above-mentioned activities in coastal areas are to be avoided if at all possible, because they may alter the necessary combination of elements or characteristics required by certain biological habitats for survival.

If a proposed action is likely to alter any biological, physical or chemical characteristics beyond a tolerance level acceptable to fish and wildlife, their viability will be significantly impaired or destroyed. Such an action would be inconsistent with State and local policies and would not be permitted.

(See Policies 2, 5, 8, 8A, 9, 12, 17, 19, 20, 25, 28, 30, 33, 34, 35, 36, 37, 39, 40, 44)

POLICY 8 **PROTECT FISH AND WILDLIFE RESOURCES IN THE COASTAL AREA FROM THE INTRODUCTION OF HAZARDOUS WASTES AND OTHER POLLUTANTS WHICH BIO-ACCUMULATE IN THE FOOD CHAIN OR WHICH CAUSE SIGNIFICANT SUBLETHAL OR LETHAL EFFECT ON THOSE RESOURCES.**

Explanation of Policy

Hazardous wastes are unwanted by-products of manufacturing processes and are generally characterized as being flammable, corrosive, reactive or toxic. More specifically, hazardous waste is defined in Environmental Conservation Law [§27-0901(3)] as "waste or combination of wastes which because of its quantity, concentration, or physical, chemical or infectious characteristics may: (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed or otherwise managed." A list of hazardous wastes as defined by DEC can be found in 6 NYCRR Part 371.

The handling (storage, transport, treatment and disposal) of the materials included on this list is being strictly regulated in New York State to prevent their entry or introduction into the environment, particularly into the State's air, land and waters. Such controls shall effectively minimize possible contamination of and bioaccumulation in the State's coastal fish and wildlife resources at levels that cause mortality or create physiological and behavioral disorders.

Other pollutants are those conventional wastes, generated from point and non-point sources, and not identified as hazardous waste but controlled through other State laws.

The remediation of existing brownfield sites within the City of Newburgh will be encouraged and closely monitored by appropriate State and local agencies to ensure that these known contaminated sites do not yield adverse effects on fish and wildlife resources until and during mitigation.

POLICY 8A NEW DEVELOPMENTS OR EXPANSION OF EXISTING FACILITIES WILL NOT BE PERMITTED IF SUCH FACILITIES INTRODUCE HAZARDOUS WASTES OR OTHER POLLUTANTS INTO THE ENVIRONMENT OR IF THEY ARE UNABLE TO ACQUIRE THE NECESSARY STATE, FEDERAL, AND LOCAL PERMITS.

Explanation of Policy

Any person that discharges, causes or permits the discharge of waste within Newburgh is required to provide protection from accidental discharge of prohibited materials. Protection mechanisms must be provided and maintained at the owner and/or user's expense. Detailed plans showing facilities and operating procedures which will provide protection must be submitted for review, and must be deemed acceptable to the City before construction of the facility is started.

Property owners shall be responsible for eliminating garbage and other waste generated by their existing or expanded facilities. In case of accidental discharges of unacceptable waste, the City must be notified immediately to enable countermeasures to be taken by the city to minimize damage to the municipal sewage system, treatment facility, treatment processes and receiving waters. The owner of the property in question is liable for any expense, loss or damage to the sewer system, treatment plant or treatment process, and/or the purification of receiving waters.

Whenever a discharge of unacceptable waste is made in violation of this policy or applicable City ordinances which causes a condition of contamination, pollution or nuisance, the City may petition the State Supreme Court for issuance of a temporary or permanent injunction as is appropriate to restrain or prohibit the continuance of unlawful discharge. The handling (storage, transport, treatment and disposal) of the materials included on the hazardous waste list (NYCRR Part 366) are strictly regulated in New York State to prevent their entry or introduction into the environment, particularly into the State's air, land and waters. Such controls will effectively minimize possible contamination of and bio-accumulation in the State's coastal fish and wildlife resources at levels that cause mortality or create physiological and behavioral disorders.

Future development or activities on vacant and underutilized land that may negatively impact fish and wildlife will be restricted. The siting of facilities within the LWRP area that could introduce hazardous wastes or other pollutants into the environment will be avoided.

(See Policies 5, 7, 30, 33, 34, 35, 36, 37, 39, 40)

POLICY 9 **EXPAND RECREATIONAL USE OF FISH AND WILDLIFE RESOURCES IN COASTAL AREAS BY INCREASING ACCESS TO EXISTING RESOURCES, SUPPLEMENTING EXISTING STOCKS, AND DEVELOPING NEW RESOURCES.**

POLICY 9A **INCORPORATION OF A PEDESTRIAN WALKWAY ALONG THE WATERFRONT AS PART OF DEVELOPMENT/REDEVELOPMENT OF WATERFRONT PARCELS SHALL BE ENCOURAGED WHEREVER POSSIBLE TO PROVIDE PUBLIC ACCESS FOR FISHING AND WILDLIFE OBSERVATION AND SCENIC VIEW APPRECIATION.**

Explanation of Policy

Recreational uses of coastal fish and wildlife resources include consumptive uses such as fishing and hunting and non-consumptive uses such as wildlife photography, bird watching and nature study. Any efforts to increase recreational use of these resources must be made in a manner which ensures the protection of fish and wildlife resources and which takes into consideration other activities dependent on these resources. Such increases, in other words, must not negatively affect existing resources or activities. Also, such efforts must be done in accordance with existing State law and in keeping with sound resource management considerations. Such considerations include biology of the species, carrying capacity of the resource, public demand, costs and available technology.

In order to expand and improve recreational fishing facilities, all efforts will be undertaken to facilitate orderly marina development and provision of boat slips, improve the local public boat launching facilities for recreational purposes and provide additional locations for waterfront access and recreational fishing where feasible and as land becomes available, such as the fishing pier and a commercial dock facility at Newburgh Landing. These efforts will be accomplished through the site plan approval process (see Section V).

Although there are no State-designated Significant Coastal Fish and Wildlife Habitats in Newburgh, efforts to supplement existing fish and wildlife stocks in the LWRP area for continued public enjoyment and to pursue the enforcement of a fish and wildlife resource management program will be supported. In particular, the City of Newburgh supports restoration efforts along Quassaick Creek.

The following guidelines shall be considered to determine whether or not a proposed action is consistent with this policy. State, Federal and local agencies determine the consistency of any of their proposed actions, including possible restoration of fish passage for anadromous and potamodromous fish and conservation of habitats along the creek shoreline which are known to support bald eagle, cooper's hawk, black-crowned night heron and other species of birds, reptiles, amphibians and mammals.

1. Consideration shall be made as to whether an action will harm or impede existing or future utilization of the surrounding recreational fish and wildlife resources.
2. Efforts to increase access to recreational fish and wildlife resources shall not lead to overutilization of that resource or cause impairment of habitats. Sometimes such impairment can be more subtle than actual physical damage to the habitat. For example, increased human presence can deter animals from using a habitat area.
3. The impacts of increasing access to recreational fish and wildlife resources shall be determined on a case-by-case basis, consulting with local officials on potential habitat areas and/or conferring with a trained fish and wildlife biologist.
4. Any public- or private-sector initiatives to supplement existing stocks (e.g., stocking a stream with fish reared in a hatchery) or develop new resources (e.g., creating private fee-hunting or fee-fishing facilities) shall be done in accord with existing State Law.

(See Policies 1, 2, 19, 19A, 20, 21, 22)

POLICY 10 FURTHER DEVELOP COMMERCIAL FINFISH, SHELLFISH, AND CRUSTACEAN RESOURCES IN THE COASTAL AREA BY ENCOURAGING THE CONSTRUCTION OF NEW, OR IMPROVEMENT OF EXISTING ON-SHORE COMMERCIAL FISHING FACILITIES, INCREASING MARKETING OF THE STATE'S SEAFOOD PRODUCTS, AND MAINTAINING ADEQUATE STOCKS AND EXPANDING AQUACULTURE FACILITIES.

Explanation of Policy

Commercial fishing of certain species of fish in the Hudson, such as American shad and freshwater herring, is currently allowed and there is a strong market demand for them. There is, however, a ban on the sale of most other species of fish due to the presence of PCBs in the Hudson. As a result, commercial fishing on the Hudson has been in steep decline in recent decades. However, if the PCB contamination is sufficiently remediated, commercial fishing for other species, such as striped bass, could again become economically viable. Aquaculture, or the cultivation of certain aquatic plants and animals in a controlled

environment, may also a renewable and potentially environmentally positive economic industrial and commercial use.

There are no commercial fishing activities within the City of Newburgh, but the City will, from time to time, review the need to promote such activities. Commercial fishery development activities must occur within the context of sound fishery management principles developed and enforced within the State's waters by DEC and the management plans developed by the Regional Fisheries Management Councils (Mid-Atlantic and New England) and enforced by the U.S. National Marine Fisheries Service within the Fishery Conservation Zone. Sound resource management considerations include optimum sustained yield levels developed for specific commercial fish species, harvest restrictions imposed by state and federal governments, and the economic, political (uses conflicts), and technological constraints to utilizing these resources.

Commercially important species which utilize the Hudson in the vicinity of Newburgh and Quassaick Creek include the alewife, blueback herring, American shad, striped bass, Atlantic sturgeon, tomcod, American eel, carp and white catfish. Opportunities to restore historic fish spawning habitat on and around the Quassaick Creek will be encouraged.

The following additional guidelines will be considered by State and federal agencies as they determine the consistency of their proposed action with the policy:

1. A public agency's commercial fishing development initiative shall not preempt or displace private sector initiative.
2. A public agency's efforts to expand existing or create new on-shore commercial fishing support facilities shall be directed towards unmet development needs rather than merely displacing existing commercial fishing activities from a nearby port. This may be accomplished by taking into consideration existing state or regional commercial fishing development plans.
3. Consideration shall be made by state and federal agencies whether an action will impede existing utilization or future development of the state's commercial fishing resources.
4. Commercial fishing development efforts shall be made in a manner which ensures the maintenance and protection of the renewable fishery resources.

(See Policies 1, 1A, 1B, 1C, 4, 4A)

3. FLOODING AND EROSION POLICIES

POLICY 11 BUILDINGS AND OTHER STRUCTURES WILL BE SITED IN THE COASTAL AREA SO AS TO MINIMIZE DAMAGE TO PROPERTY AND THE ENDANGERING OF HUMAN LIVES CAUSED BY FLOODING AND EROSION.

POLICY 11A ALL DEVELOPMENT ON PROPERTY WHICH INCLUDES FLOOD HAZARD AREAS WILL BE LOCATED AT AN ELEVATION ABOVE THE 100-YEAR-FLOOD PLAIN.

Explanation of Policy

There are no erosion hazard areas within the Newburgh LWRP area. Flood hazard areas can be found along both the Hudson River and Quassaick Creek and extending inland along Quassaick Creek to Muchattoes Lake. New development in these areas must be located at an elevation above the 100-year flood plain. Where human lives may be endangered, all necessary emergency preparedness measures will be taken as prescribed the disaster preparedness plan. No floodways have been identified by FEMA within the City of Newburgh.

The City of Newburgh participates in the National Flood Insurance Program in conjunction with the Federal Emergency Management Agency.

Residential, industrial and commercial development within flood hazard areas is regulated by the Flood Damage Prevention Ordinance of the City of Newburgh. Certain water-dependent uses as well as piers, docks and other structures necessary to gain access to the water are permitted; but construction to minimize damage from flooding and erosion is required. Existing, non-conforming structures located in flood hazard areas may not be expanded or enlarged.

(See Policies 12, 14, 17)

POLICY 12 ACTIVITIES OR DEVELOPMENT IN THE COASTAL AREA WILL BE UNDERTAKEN SO AS TO MINIMIZE DAMAGE TO NATURAL RESOURCES AND PROPERTY FROM FLOODING AND EROSION BY PROTECTING NATURAL PROTECTIVE FEATURES INCLUDING BEACHES, DUNES, BARRIER ISLANDS AND BLUFFS.

POLICY 12A MAJOR GRADING AND CLEARING ACTIVITIES WILL BE DISCOURAGED ON THE WASHINGTON HEIGHTS BLUFF TO AVOID SOIL EROSION IMPACTS TO QUASSAICK CREEK AND THE HUDSON RIVER.

Explanation of Policy

While there are no erosion hazard areas within the LWRP area, the LWRP recognizes the uniqueness of the Washington Heights bluff, which will be protected through implementation of appropriate erosion control measures. This area will be protected from encroachment, since any soil erosion would ultimately discharge to Quassaick Creek and the Hudson River. Minor activities would be allowed, provided best-management practices are utilized, including grading or clearing activities to link any potential passive trail system with the Washington Heights area. Existing disturbed areas for this type of connection would be used to the greatest extent practicable.

The remaining protective natural features referenced in Policy 12 do not exist in Newburgh; thus, those portions of the policy are not applicable.

(See Policies 11B, 14, 17)

POLICY 13 **THE CONSTRUCTION OR RECONSTRUCTION OF EROSION PROTECTION STRUCTURES SHALL BE UNDERTAKEN ONLY IF THEY HAVE A REASONABLE PROBABILITY OF CONTROLLING EROSION FOR AT LEAST THIRTY YEARS AS DEMONSTRATED IN DESIGN AND CONSTRUCTION STANDARDS AND/OR ASSURED MAINTENANCE OR REPLACEMENT PROGRAMS.**

Explanation of Policy

Erosion protection structures are widely used throughout the State's coastal area. However, because of improper design, construction and maintenance standards, many fail to give the protection which they are presumed to provide. As a result, development is sited in areas where it is subject to damage or loss due to erosion. This policy will help ensure the reduction of such damage or loss.

Erosion protection features are necessary in the City of Newburgh at this time. Excavation of coastal features, improperly designed structures, inadequate site planning, or other similar actions which fail to recognize the shoreline's fragile nature and protective values may lead to the weakening or destruction of the City's existing landforms and will be prohibited. Activities or development on, or in proximity to, natural protective features must ensure that any such adverse efforts will be minimized.

The existing shoreline in Newburgh shall be protected, since such topographical features give the City its valued visual character. Excavation, grading and major landform changes will not be permitted. Bulkheading improvements shall be made as necessary, including maintenance, extensive repairs and expansions to provide adequate protection for waterfront properties. Erosion control practices including

rip-rap stabilization will continue to be implemented to preserve the existing land area immediately adjacent to the river, and protect the river walkway and buildings along the river's edge.

A condition assessment of Newburgh's shoreline structures conducted as part of the LWRP process indicated that the majority of the structures are in fair to good condition and do not require intervention to ensure adequate protection to the Hudson River shoreline. Some areas may be in need of further investigation or minor repair, but in general the shoreline structures are fulfilling their function of shoreline protection. In general, removal of vegetation or established debris must be undertaken with caution, as their removal could cause the structures to become unstable. See the Appendix for the full condition assessment.

Repair and replacement of bulkheads will follow these guidelines:

1. Wherever possible, repair or replacement shall be located at the same location or landward as that of the old bulkhead so as not to encroach further on the water course.
2. Any repair work will be designed in accordance with the existing design or better, based on the professional opinion of a licensed engineer, and as determined through the site plan approval and local consistency law processes.
3. Existing, non-conforming bulkheads shall not be expanded or enlarged. Every effort shall be made to bring these structures up to current code, in cooperation with the City's Department of Codes Compliance and via the site plan approval and local consistency law processes.

In the repair or replacement of bulkheads, the use of softscape versus hardscape will depend primarily upon the environmental conditions and needs of the particular portion of the shoreline, and of the adjacent land use. Such repair or replacement on individual sites will be encouraged in conjunction with waterfront redevelopment projects affecting those same sites. Softscape measures such as "bio-engineered" vegetative slope stabilization can provide viable long-term, lower-impact alternatives to hardscape structures, but may initially require a higher level of maintenance attention. Hardscape structures include vertical timber or steel bulkheads, which have an anticipated functional life of 15 to 20 years, and riprap revetments, with anticipated functional life of 25 to 50 years.

(See Policies 12, 16)

POLICY 14 **ACTIVITIES AND DEVELOPMENT, INCLUDING THE CONSTRUCTION OR RECONSTRUCTION OF EROSION PROTECTION STRUCTURES, SHALL BE UNDERTAKEN SO THAT THERE WILL BE NO MEASURABLE INCREASE IN EROSION**

OR FLOODING AT THE SITE OF SUCH ACTIVITIES OR DEVELOPMENT, OR AT OTHER LOCATIONS.

Explanation of Policy

Erosion and flooding are processes which occur naturally. However, by their actions, humans can increase the severity and adverse effects of those processes, causing damage to or loss of property and endangering human lives. Those actions include: the use of erosion protection structures such as groins, jetties and bulkheads; the use of impermeable docks which block the littoral transport of sediment to adjacent shorelands, thus increasing their rate of recession; the failure to observe proper drainage or land restoration practices, thereby causing runoff and the erosion and weakening of shorelands and wetlands; and the placing of structures in identified floodways so that the basic flood level is increased causing damage in otherwise hazard-free areas.

All development proposed within the LWRP area must receive site plan approval from the Planning Board in consultation with the CAC. Site plan review will monitor developments to ensure that actions will not be taken which may result in the damage to or loss of property and endangerment of human lives.

All new developments will be required to install the proper drainage facilities in order to eliminate the possibility of excessive runoff that may cause or increase erosion.

Any new developments located directly along the waterfront must include necessary erosion protection features. Existing bulkheading must be maintained, repaired and expanded as necessary to protect investments.

(See Policies 1, 2, 11, 12, 13, 16)

POLICY 15 MINING, EXCAVATION OR DREDGING IN COASTAL WATERS SHALL NOT SIGNIFICANTLY INTERFERE WITH THE NATURAL COASTAL PROCESSES WHICH SUPPLY BEACH MATERIALS TO LAND ADJACENT TO SUCH WATERS AND SHALL BE UNDERTAKEN IN A MANNER WHICH WILL NOT CAUSE AN INCREASE IN EROSION OF SUCH LAND.

Explanation of Policy

Coastal processes, including the movement of beach materials by water, and any mining, excavation or dredging in nearshore or offshore waters which changes the supply and net flow of such materials can deprive shorelands of their natural regenerative powers. Such mining, excavation and dredging will be accomplished in a manner so as not to cause a reduction of supply, and thus an increase of erosion, to

such shorelands. All dredging activities proposed under this program will be done in a manner that is consistent with the USACE'S requirements and which does not increase shoreline erosion.

Best available technology must be used to minimize the dispersion of silt that may be released as a result of dredging and mining activities. Any dredging, excavation or mining activities in the coastal area must be accomplished in a manner that will not significantly impact habitat and wetland areas. When dredging occurs near docks, bulkheads or unprotected shoreline, it must be done in a manner that will not dislodge pilings or cause piling slumping on adjacent lands.

(See Policies 35, 44)

POLICY 16 **PUBLIC FUNDS SHALL ONLY BE USED FOR EROSION PROTECTIVE STRUCTURES WHERE NECESSARY TO PROTECT HUMAN LIFE, AND NEW DEVELOPMENT WHICH REQUIRES A LOCATION WITHIN OR ADJACENT TO AN EROSION HAZARD AREA TO BE ABLE TO FUNCTION, OR EXISTING DEVELOPMENT; AND ONLY WHERE THE PUBLIC BENEFITS OUTWEIGH THE LONG TERM MONETARY AND OTHER COSTS INCLUDING THE POTENTIAL FOR INCREASING EROSION AND ADVERSE EFFECTS ON NATURAL PROTECTIVE FEATURES.**

Explanation of Policy

Public funds are used for a variety of purposes on the State's shorelines. This policy recognizes the public need for the protection of human life and existing investments in development and for new developments which require a location in proximity to the coastal area or in adjacent waters to be able to function. However, it also recognizes the adverse impacts of such activities on the rate of erosion and on natural protective features. It requires careful analysis of benefits and long-term cost prior to expending public funds.

POLICY 17 **NON-STRUCTURAL MEASURES TO MINIMIZE DAMAGE TO NATURAL RESOURCES AND PROPERTY FROM FLOODING AND EROSION WHEREVER POSSIBLE.**

Explanation of Policy

Although existing flood problems in the City of Newburgh are largely due to stormwater runoff and not offshore flooding, this policy shall be followed as necessary. It recognizes both the potential adverse impacts of flooding and erosion upon development and upon natural protective features in the coastal area as well as the costs of protection against those hazards which structural measures entail. Thus, the City of Newburgh recognizes that there are areas along the waterfront where structural measures are not necessary to protect property and natural resources against flooding and erosion. Non-structural

measures would afford the degree of protection appropriate to the character of these areas, the purpose or activity, and to the hazard.

Non-structural measures shall include, but not be limited to:

- The set back of buildings and structures;
- The planting of vegetation and the installation of sand fencing and draining;
- The reshaping of bluffs; and
- The flood-proofing of buildings or their elevation above the base flood level.

This policy shall apply to the planning, siting and design of proposed activities and development, including measures to protect existing activities and development. To find out whether or not an action is consistent with the policy, it must be determined if any one, or a combination of, non-structural measures would appropriately protect both the character and purpose of the activity or development, and eliminate or reduce hazards. If non-structural measures are determined to offer sufficient protection, then consistency with the policy would require the use of such non-structural measures, whenever possible.

In determining whether or not non-structural measures to protect against erosion or flooding will offer appropriate protection, an analysis and other materials such as plans or sketches of the activity or development, of the site and of the alternative protection measures will be prepared to allow an assessment to be made.

All structures located within the waterfront area shall be sited outside of the 100-year flood zone unless no practical alternatives exist, such as piers, docks and/or floating structures.

(See Policies 1, 2, 11, 12, 14, 16)

4. GENERAL POLICY

POLICY 18 TO SAFEGUARD THE VITAL ECONOMIC, SOCIAL AND ENVIRONMENTAL INTERESTS OF THE STATE AND OF ITS CITIZENS, PROPOSED MAJOR ACTIONS IN THE COASTAL AREA MUST GIVE FULL CONSIDERATION TO THOSE INTERESTS, AND TO THE SAFEGUARDS WHICH THE STATE HAS ESTABLISHED TO PROTECT VALUABLE COASTAL RESOURCE AREAS.

Explanation of Policy

Proposed major actions must take into account the social, economic and environmental interests of the State and its citizens in such matters that would affect natural resources, water levels and flows, shoreline

damage, hydro-electric power generation and recreation. Consistency with applicable program policies, site plan and development requirements, flood protection requirements and all other pertinent local ordinances will be enforced.

(See Policies 1, 1A, 1B, 1C, 1D)

POLICY 18A MAINTAIN AND IMPROVE EXISTING LOW- AND MODERATE-INCOME HOUSING AND PROVIDE ADDITIONAL SUCH HOUSING.

Explanation of Policy

This policy calls for safeguarding the economic, social and environmental interests of the Newburgh residents living within the coastal area. The City's adopted Sustainable Master Plan proposes a number of measures to assure the long-term availability of affordable housing opportunities, including: adopting an affordable housing ordinance to establish a mechanism for creating and supporting permanently affordable housing units; providing that at least 10 percent of the City's housing stock contains affordability provisions; enacting inclusionary zoning measures; establishing a Community Land Trust, cooperative housing or other form of local ownership; and rent stabilization. As the City looks to update its Master Plan, it intends to focus on Economic Sustainability, including protections to existing affordable housing and expansion of affordable housing to meet the needs of all residents.

5. PUBLIC ACCESS POLICIES

POLICY 19 PROTECT, MAINTAIN AND INCREASE THE LEVEL AND TYPES OF ACCESS TO PUBLIC WATER-RELATED RECREATION RESOURCES AND FACILITIES.

Explanation of Policy

This policy calls for a balance among the level of access to a resource or facility, the capacity of a resource or facility, and the protection of natural resources. Priority will be given to improving physical access to existing and potential recreation sites within the heavily populated urban coastal areas of the State (such as the Newburgh Landing area and, if economically and physically feasible, to new development areas) and to increasing the ability of urban residents to get to coastal recreation areas by improved public transportation. The particular water-related recreation resources and facilities which will receive priority for improved access are boating facilities, fishing areas and waterfront parks (See Policies 1 and 2). Water-related resources include both water-dependent and water-enhanced uses. In addition, because of the greater competition for waterfront locations within urban areas, this policy calls for encouraging mixed-use areas and multiple uses of facilities to improve access.

Newburgh Landing Park, the Newburgh Boat Launch area, the Hudson River Waterfront Trail, the fishing pier and Ward Brothers Memorial Rowing Park provide direct public access to the Hudson River. The City has developed plans and engineering estimates for the construction of South Street Park which will provide additional public waterfront access.

Newburgh Landing Park includes restrooms, signage and benches, and plans call for expansion and reconfiguration of the Newburgh Landing Dock.

The Newburgh Yacht Club, another water-dependent recreation facility, is not easily accessible for the public. Public access by way of Park Place requires traveling a narrow roadway and entry through a single lane railroad underpass. Inaccessibility limits this area's availability; however, a restaurant attached to the club is open to the public.

There is limited direct public access to the Quassaick Creek area of the waterfront. The City supports the development of a Quassaick Creek Estuary Preserve and Trail which would establish a nature preserve for fishing and wildlife viewing and a Greenway Trail linking County-owned land in New Windsor with City-owned lands and potentially linking River Road on the east and Mill Street on the west. The existing sewer right-of-way and the railroad right-of-way between Quassaick Creek and Bayview Terrace offer opportunities for multiple public uses such as hiking trails. Plans are underway to restore the historic twin-arched bridge spanning the creek to create a link in the Greenway Trail connecting the Newburgh portion of the Estuary Preserve Trail with the New Windsor side of the creek. Initially, City-owned parcels will be included in the Estuary Preserve and Trail, with other lands in this area to be added where possible.

The following guidelines will be used in determining the consistency of a proposed action with this policy:

1. The existing access from public lands or facilities to public water-related recreation resources and facilities shall not be reduced, nor shall the possibility of increasing access in the future from public lands or facilities to public water-related recreation resources and facilities be eliminated, unless in the latter case, estimates of future use of these resources and facilities are too low to justify maintaining or providing increased public access or unless such actions are found to be necessary or beneficial by the public body having jurisdiction over such access. This shall not preclude the relocation of existing public facilities to other waterfront sites if required as part of a comprehensive redevelopment process.
2. Any proposed project to increase public access to public water-related recreation resources and facilities shall be analyzed according to the following factors:
 - a. The level of access to be provided will be in accord with estimated public use.

- b. The level of access to be provided shall not cause a degree of use which would exceed the physical capability of the resource or facility.
3. The State will not undertake or fund any project which increases access to a water-related resource or facility that is not open to all members of the public.
4. In their plans and programs for increasing public access to public water-related resources and facilities, State agencies shall give priority in the following order to projects located: within the boundaries of the Federal-Aid Metropolitan Urban Area and served by public transportation; within the boundaries of the Federal-Aid Metropolitan Urban Area but not served by public transportation; outside the defined Urban Area boundary and served by public transportation; and outside the defined Urban Area boundary but not served by public transportation.

Reductions in existing levels of public access will not be permitted. Such prohibited reductions of existing levels would include, but would not be limited to the following:

- (1) The number of parking spaces at a public water-related recreation resource or facility is significantly reduced, such that there are insufficient spaces to accommodate the public demand for such resource or facility.
- (2) The service level of public transportation to a public water-related recreation resource or facility is significantly reduced during peak season use and such reduction cannot be reasonably justified in terms of meeting systemwide objectives.
- (3) Pedestrian access is diminished or eliminated because of hazardous crossings required at new or altered transportation facilities, electric power transmission lines or similar linear facilities.
- (4) There are substantial increases in the following: already existing special fares (not including regular fares in any instance) of public transportation to a public water-related recreation resource or facility, except where the public body having jurisdiction over such fares determines that such substantial fare increases are necessary; and/or admission fees to such a resource or facility, and an analysis shows that such increase will significantly reduce usage by individuals or families with incomes below the State government established poverty level.

The possibility of increasing public access to the waterfront in the future will not be eliminated. The following activities will not be permitted unless the actions are found by the City to be necessary or to be of greater benefit to the common good.

- (1) Construction of public facilities which physically prevent the provision, except at great expense, of convenient public access to public water-related recreation resources and facilities.
- (2) Construction of private facilities which physically prevent the provision of convenient public access to public water-related recreation resources or facilities from public lands and facilities.

POLICY 19A IMPROVE PEDESTRIAN, VEHICULAR (MOTORIZED AND NON-MOTORIZED) AND PUBLIC ACCESS TO NEWBURGH LANDING AND WATERFRONT PARK AND ANY NEW DEVELOPMENTS ALONG THE HUDSON RIVER. MINIMIZE THE BARRIER CREATED BY THE RAILROAD EMBANKMENT THROUGH LANDSCAPING AND RELATED AMENITIES.

Explanation of Policy

The intent of this policy is to provide public access along the Hudson River and to link various public recreation facilities via multi-modal transportation systems in a manner that is compatible with the function of development and revitalization in terms of design, landscaping, lighting and periods of use. It is also intended that an important secondary purpose of these facilities is to provide a visually attractive pedestrian/bicycle trail that ties the waterfront and various public recreation facilities and encourages visitors and residents to make use of these facilities.

Improved public access to the river in the vicinity of Lower Broadway and in conjunction with all new waterfront developments will be encouraged where feasible. Public transportation shall incorporate waterfront stops on its routes.

A public boat launch facility, Newburgh Boat Launch, is located at the foot of Washington Street. Consideration must be given to both pedestrian access and vehicular access. At the boat launch, adequate parking for boat trailers is provided. Because the City wishes to limit the amount of waterfront property dedicated to parking, provision of a shuttle service from upland parking lots may be desirable in the future.

Temporary docking facilities are available at several marinas and public docking facilities along Newburgh's Hudson River frontage. Commercial projects on former urban renewal properties on both sides of the Landing include the provision of boat slips and development of a marina. To create a link

between the waterfront and the upland residential and business districts, safe and well-lit walkways will be provided under the railroad tracks. Proposed waterfront developments may require reopening of previously blocked railroad underpasses to provide additional pedestrian access to the river. A pedestrian reopening has occurred at the underpass for Second Street. Pedestrian crossing signals shall be installed along Rev. Dr. Martin Luther King Jr. Boulevard as waterfront development occurs.

The City has retained ownership of a 20-foot strip of riverfront property extending from Carpenter Street to South Street and adjoining commercial development in this area. Construction of a public walkway in this area was completed in 2001. The 12-foot walkway was designed with period lighting, street trees, benches and waste receptacles. The walkway through Newburgh Landing and the adjacent City-owned parcels enhances access to the Hudson River shoreline, while a new public parking area on the west side of Front Street provides access to these amenities. In addition, a fishing pier at the eastern limit of First Street has been constructed.

The City proposes the development of a walkway that would ultimately extend along the entire length of the Hudson River waterfront, including extension of the walkway along City property. The walkway will be available for public use and be designed so as to safely and efficiently accommodate both pedestrians and non-motorized vehicles (bicycles, scooters, etc.), as well as potential swimming facilities.

(See Policies 1B, 1C, 1D, 2, 9, 9A, 20, 21, 22)

POLICY 19B **IMPLEMENT IMPROVEMENTS TO THE TRANSPORTATION ELEMENTS WITHIN THE WATERFRONT AREA AND PROVIDE IMPROVED TRANSIT LINKS BETWEEN THE WATERFRONT AND THE REGION. IN PARTICULAR, PURSUE TRANSIT LINKS AMONG THE WATERFRONT, UPLAND AREAS, DOWNTOWN NEWBURGH, THE BROADWAY CORRIDOR AND STEWART INTERNATIONAL AIRPORT.**

Explanation of Policy

The intent of this policy is to provide improvements to the transportation elements within the LWRP area, including transit links between the waterfront, upland areas, downtown Newburgh, the Broadway Corridor, Stewart International Airport and the region as a whole.

The City of Newburgh strongly supports the expansion of Stewart International Airport and encourages possible future transit connections among the airport, the Broadway corridor, downtown Newburgh, the LWRP area and the Newburgh-Beacon ferry. Examples include, depending on feasibility, a trolley linking various areas of the waterfront with the ferry or expansion of bus service to connect the waterfront to Stewart International Airport and other key areas of the City. In order to capitalize on the many transit elements within the area, the City will identify and implement improvements to the transportation and

transit infrastructure within the LWRP area and the City as a whole that best provide for increased transit access to the Waterfront.

(See Policies 1B, 1C, 1D, 2)

POLICY 19C **BEST-MANAGEMENT PRACTICES WILL BE USED TO ENSURE THE EFFICIENT PROVISION OF PARKING FACILITIES WHILE REDUCING THE AMOUNT OF IMPERVIOUS SURFACES AND RESULTANT STORMWATER RUNOFF.**

Explanation of Policy

The parking supply along Newburgh’s waterfront will influence how the public accesses and uses the waterfront. Parking services provided by the City include on-street parking, several off-street parking lots and the enforcement of parking ordinances. The City has opportunities to influence off-street parking through its land use regulations. A balance must be achieved that does not overcompensate for single-occupancy vehicles, which would also serve as a disincentive for ridesharing and public transit usage.

Structured parking is expensive to build and use, and it also encourages the continued dominance of automobiles within Newburgh. Surface parking consumes large areas of land and results in significant amounts of impervious surface areas. Shared parking facilities represent the most efficient use of limited resources. The City should explore development incentives that promote the use of shared parking, as well as the use of “green” technologies that reduce the amount of impervious surfaces and potential runoff.

(See Policies 1E, 33 and 37)

POLICY 20 **ACCESS TO THE PUBLICLY OWNED FORESHORE AND TO LANDS IMMEDIATELY ADJACENT TO THE FORESHORE OR THE WATER’S EDGE THAT ARE PUBLICLY OWNED SHALL BE PROVIDED AND IT SHALL BE PROVIDED IN A MANNER COMPATIBLE WITH ADJOINING USES.**

POLICY 20A **WHERE REDEVELOPMENT OF CITY-OWNED WATERFRONT PROPERTY IS UNDERTAKEN, PUBLIC WATERFRONT WALKWAYS AND OPEN SPACES WILL BE INCORPORATED INTO THE NEW DEVELOPMENT; AND PROVISION WILL BE MADE TO LINK SUCH PUBLIC AREAS IN A NETWORK OF PUBLIC WALKWAYS AND OPEN SPACES WITHIN THE LWRP AREA.**

Explanation of Policy

Access to publicly owned land within the LWRP area will be provided for activities which require a minimal amount of facilities for their enjoyment. Examples of activities requiring access would include walking along the waterfront, the enjoyment of scenic resources, bicycling, bird watching, photography, nature study and fishing.

For these activities, there are several methods of providing access. These include: the development of a waterfront trails system; the provision of access across transportation facilities to the waterfront; the improvement of access to the waterfront; and the promotion of mixed- and multi-use development.

While such publicly owned lands referenced in the policy shall be retained in public ownership, granting of easements on lands underwater to adjacent on shore property owners are consistent with this policy, provided such easements do not interfere with continued public use of the public lands on which the easement is granted. Also, public use of such publicly owned underwater lands and lands immediately adjacent to the shore shall be discouraged where such use would be inappropriate for reasons of public safety, and/or the protection of fragile coastal resources.

The following guidelines as well as those described in Policy 19 will be used in determining the consistency of a proposed action with this policy:

1. Existing access from public lands or facilities to existing public waterfront lands and/or waters shall not be reduced, nor shall the possibility of increasing access in the future from adjacent or nearby public lands or facilities to public coastal lands and/or waters be eliminated, unless such actions are demonstrated to be of overriding regional or statewide public benefit, or in the latter case, estimates of future use of these lands and waters are too low to justify maintaining or providing increased access.
2. Public access from the nearest public roadway to the shoreline and along the coast shall be provided by new land use or development, except where (a) it is inconsistent with public safety, or the protection of identified fragile coastal resources or where, (b) adequate access exists within one-half mile. Such access shall not be required to be open to public use until a public agency or private association agrees to accept responsibility for maintenance and liability of the accessway.

When waterfront land becomes available for possible public use, the City will work with property owners to achieve public access to the water through acquisition, easements, lease or other mutually acceptable solution.

(See Policies 2, 9, 19, 21, 22)

6. RECREATION POLICIES

POLICY 21 WATER-DEPENDENT AND WATER ENHANCED RECREATION WILL BE ENCOURAGED AND FACILITATED, AND WILL BE GIVEN PRIORITY OVER NON-WATER RELATED USES ALONG THE COAST.

Explanation of Policy

Water-related recreation includes such obviously water-dependent activities as boating, fishing and wildlife viewing as well as certain activities which are enhanced by a coastal location and increase the general public's access to the coast such as pedestrian and bicycle trails, picnic areas and passive recreation areas that take advantage of coastal scenery.

Provided the development of water-related recreation is consistent with the preservation and enhancement of such important coastal resources as fish and wildlife habitats, aesthetically significant areas, historic and cultural resources, agriculture and significant mineral and fossil deposits, and provided demand exists, water-related recreation development is to be increased and such uses shall have a higher priority than any non-coastal dependent uses, including non-water-related recreation uses. In addition, water-dependent recreation uses shall have a higher priority over water-enhanced recreation uses.

Among priority areas for increasing water-related recreation opportunities are those areas where access to the recreation opportunities of the coast can be provided by new or existing public transportation services and those areas where the use of the shore is severely restricted by highways, railroads, industry or other forms of existing intensive land use or development.

The siting or design of new public development in a manner which would result in a barrier to the recreational use of a major portion of a community's shore will be avoided as much as practicable.

Among the types of water-dependent recreation, provision of adequate boating services to meet future demand is to be encouraged by this Program. To that end, improvements to the docking facilities at Newburgh Landing are supported and encouraged.

(See Policies 19, 19A)

POLICY 21A ENCOURAGE ADDITIONAL AND IMPROVE EXISTING WATERFRONT ACCESS ALONG THE HUDSON RIVER AND THE QUASSAICK CREEK TO HELP INCREASE PUBLIC ENJOYMENT OF THE WATERFRONT AND THE RECREATIONAL USAGE OF FISH AND WILDLIFE HABITATS.

Explanation of Policy

Public recreation, both active and passive, will be promoted along the shore where possible, economically feasible, and consistent with City planning and economic development objectives. Multi-use developments which provide public access to the shore in combination with residential and commercial uses will be encouraged on the vacant and underutilized parcels between the wastewater treatment plant and Nicoll Street. Multi-use developments could include such uses as picnic areas, walkways and/or bikeways, and/or passive recreation areas for fishing or visual enjoyment of the water.

Where redevelopment of City-owned waterfront property is undertaken, public waterfront walkways and open space will be incorporated into the new development. As part of the commercial redevelopment of the parcels on both sides of Newburgh Landing, the City has retained ownership of a 20-foot strip of riverfront property extending from Carpenter Street to South Street and adjoining new commercial development. Construction of a 12-foot public walkway was completed in 2001. The walkway through Newburgh Landing and the adjacent City-owned parcels enhances access to the Hudson River shoreline, while a new public parking area on the west side of Front Street provides access to these amenities. In addition, a fishing pier at the eastern limit of First Street has been constructed. Wherever redevelopment of private waterfront property is reviewed for approval, every effort will be made, through the site plan approval process, to secure easements to extend the public waterfront walkway.

Recreational uses along the Quassaick Creek shall be of low intensity. A quiet corridor along the Creek will be developed where feasible to promote public enjoyment of the fish and wildlife habitats of the stream corridor and its forested glen and to provide hiking and greenway trail connections in the corridor and with other destinations in the City and its environs.

(See Policy 19)

POLICY 21B DOCKING FACILITIES FOR TRANSIENT VESSELS, ESPECIALLY LARGE PASSENGER VESSELS, WILL BE PROVIDED WHEREVER POSSIBLE IN NEW DEVELOPMENT AND AT EXISTING PUBLIC LAUNCH AND DOCKING AREAS.

Explanation of Policy

As waterborne travel and recreation increases, it is important that docking and mooring facilities be provided so that visitors can arrive via the Hudson River. Determination of the number and location of these facilities will be based on the consideration of water depths and bottom conditions, the availability of suitable on-land access areas to serve moorings, the need to avoid conflicts with traditional water uses and navigation patterns and the need to achieve the most efficient use of available mooring and docking locations without adversely impacting navigational safety. On-shore facilities and services needed by

boaters will be provided within new development. Economic revitalization plans shall incorporate tourism and promote the resources that attract tourists.

(See Policies 1, 2, 4, 9, 9A, 19, 20, 22)

POLICY 22 **DEVELOPMENT, WHEN LOCATED ADJACENT TO THE SHORE, WILL PROVIDE FOR WATER-RELATED RECREATION, AS A MULTIPLE USE, WHENEVER SUCH RECREATIONAL USE IS APPROPRIATE IN LIGHT OF REASONABLY ANTICIPATED DEMAND FOR SUCH ACTIVITIES AND THE PRIMARY PURPOSE OF THE DEVELOPMENT.**

Explanation of Policy

Many developments present practical opportunities for providing recreation facilities as an accessory use. Therefore, developments located at the shoreline shall incorporate some form of water-related recreation use unless there are compelling reasons why any form of such recreation would not be compatible with the development, or a reasonable demand for public use cannot be foreseen.

The types of development which may occur or which already exist along Newburgh's waterfront and which can generally provide water-related recreation as a multiple use include but are not limited to:

- parks
- multi-family developments
- commercial developments, including aquaculture
- specialized industries
- utility transmission rights-of-way
- sewage treatment facilities
- nature preserves
- historical properties redevelopment
- public vessel waste pump-out stations

Appropriate recreation uses that do not require any substantial additional construction shall be provided at the expense of a project sponsor provided the cost does not exceed two percent (2%) of total project cost.

Public safety will be considered in determining whether compelling reasons exist which would make recreation inadvisable as a multiple use.

Whenever a proposed development would be consistent with the LWRP policies and the development could, through the provision of recreation and other multiple uses, significantly increase public use of the shore, then such development will be encouraged to locate adjacent to the shore.

POLICY 22A DEVELOPMENT ALONG THE WATERFRONT IN THE WASHINGTON STREET, LOWER BROADWAY, NEWBURGH LANDING AND NEWBURGH YACHT CLUB AREAS SHALL BE ENCOURAGED TO PROVIDE PUBLIC ACCESS.

Explanation of Policy

New developments and/or the rehabilitation or expansion of existing developments located along the waterfront, especially in the Washington Street, Lower Broadway, Newburgh Landing and Newburgh Yacht Club areas, will be encouraged to provide public access including but not limited to fishing access, walkways and bike paths to and along the shore.

(See Policies 1, 19, 20)

7. HISTORIC AND SCENIC RESOURCES POLICIES

POLICY 23 PROTECT, ENHANCE AND RESTORE STRUCTURES, DISTRICTS, AREAS OR SITES THAT ARE OF SIGNIFICANCE IN THE HISTORY, ARCHITECTURE, ARCHEOLOGY OR CULTURE OF THE STATE, ITS COMMUNITIES, OR THE NATION.

POLICY 23A NO CHANGES IN ANY EXTERIOR ARCHITECTURAL FEATURE, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION, ALTERATION, RESTORATION, REMOVAL, DEMOLITION, OR PAINTING, SHALL BE MADE TO IDENTIFIED RESOURCES EXCEPT AS HEREINAFTER PROVIDED.

Explanation of Policy

Among the most valuable of the State's man-made resources are those structures or areas which are of historic, archaeological or cultural significance. The protection of these structures must involve recognition of their importance by all agencies and the ability to identify and describe them. Protection must include concern not just with specific sites but with areas of significance and with the area around specific sites. The policy is not to be construed as a passive mandate, but must include active efforts, when appropriate, to rebuild, restore or revitalize through adaptive reuse.

Within Newburgh, these resources include the architectural design districts and historic districts designated on the zoning map; structures, sites and districts listed or eligible for listing on the National and State Register of Historic Places; and archaeologically sensitive areas and sites listed in the State

inventory maintained by the Office of Parks, Recreation and Historic Preservation and the New York State Museum.

Much of the LWRP area is located within the East End Historic District, generally bounded by Monument Street; Bay View Terrace; Colden, Edwards and Water Streets; Washington Street; Grand and High Streets; Montgomery Street; Water Street; Broad Street; Forsyth Place; LeRoy Place; Liberty Street; and Gidney Avenue and subject to the City's Landmark Preservation Law. In addition to the East End Historic District, there are five structures and one site individually designated on the National Register of Historic Places. These are 1) Washington's Headquarters (Hasbrouck House); 2) the David Crawford House; 3) the Dutch Reformed Church (also a National Historic Landmark and recognized by the World Monument Fund) 4) the U.S. Post Office, 5) the Newburgh Armory and 6) Old Town Cemetery and the Palatine Church site. The Old Town Cemetery and Palatine Church site are also listed on the New York State Register of Historic Places.

Structures, districts, areas or sites of significance in the history, architecture, archeology or culture of the State, the City of Newburgh and the Nation are found in the LWRP Area. In order to provide for the promotion of the educational, cultural, economic and general welfare of the people of Newburgh, all practical means shall be taken to prevent significant adverse change to these structures and to retain them as significant historic and archeological resources.

A significant adverse change includes but is not limited to:

1. Alteration of or addition to one or more of the architectural, structural ornamental or functional features of a building, structure or site that is a recognized historic, cultural or archeological resource. (To the extent they are relevant, the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" shall be adhered to.)
2. Demolition or removal in full or part of a building, structure, or earthworks that is a recognized historic, cultural, or archeological resource.
3. All proposed actions within 500 feet of the perimeter of the property boundary of the historic, architectural, cultural, or archeological resource and all actions within an historic district that would be incompatible with the objective of preserving the quality and integrity of the resource. Primary considerations to be used in making judgment about compatibility shall focus on the visual and locational relationship between the proposed action and the special character of the historic, cultural, or archeological resource. Compatibility between the proposed action and the resource means that the general appearance of the resource shall be reflected in the architectural style, design material,

scale, proportion, composition, mass, line, color, texture, detail, setback, landscaping and related items of the proposed actions. With historic districts this would include infrastructure improvements or changes, such as, street and sidewalk paving, street furniture and lighting.

This policy shall not prevent the construction, reconstruction, alteration, or demolition of any building, structure, earthworks, or component thereof of a recognized historic, cultural or archeological resource which has been officially certified as being imminently dangerous to life or public health. The policy shall not prevent the ordinary maintenance, repair, or proper restoration according to the U.S. Department of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" of any building, structure, site or earthwork, or component thereof of a recognized historic, cultural or archeological resource.

In order to further protect archaeologically sensitive areas and sites listed in the State inventory maintained by the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) and the New York State Museum, Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law requires that, if a State action is involved, OPRHP must be consulted when evaluating individual proposals that involve soil disturbance to determine if any resources will be adversely affected. In addition, if there is any Federal agency involvement, the Advisory Council on Historic Preservation's regulations "Protection of Historic and Cultural Properties" 36 CFR 800, require that agency to initiate consultation with the OPRHP.

The City recognizes the potential for submerged historic, archaeological and cultural resources and artifacts that may be located in the Hudson River within the City's LWRP and HMP boundaries. Shipwrecks and other submerged artifacts also comprise a growing tourism economic resource, attracting divers and cultural tourists. The NYS Office of General Services (OGS) participates in an interagency Ad-Hoc Committee for Submerged Cultural Resources which is responsible for establishing shipwreck preserves, as well as preservation considerations for submerged cultural resources. The Committee is comprised of NYS OGS; the OPRHP; the New York State Museum; the DEC and the Department of State, Division of Coastal Resources. The City will coordinate with these groups during review of any plans that might potentially affect said resources.

Activities that protect and restore historic structures and districts while at the same time promote and enhance the entire LWRP area will be supported and encouraged by the City.

**POLICY 24 PREVENT IMPAIRMENT OF SCENIC RESOURCES OF STATEWIDE SIGNIFICANCE,
AS IDENTIFIED ON THE COASTAL AREA MAP.**

Explanation of Policy

Although no upland area in the City has been designated a Scenic Area of Statewide Significance (SASS), the Hudson Highlands SASS extends from the southern boundary of the City to a point opposite the northern end of Dennings Point. The SASS is located on the east side of the Hudson River, south of the City of Beacon, and includes the Hudson River from the mean high tide line on the western shore, thereby including river waters within the City of Newburgh. It is included within the HH-27 Dutchess Junction Subunit (see the appendix for a map and narrative).

This subunit is comprised of the flat and gently sloping shorelands of the Hudson River which give way to the gently rolling hillside below the steep mountains of the Scofield and Breakneck Ridges in the Hudson Highlands State Park subunit. It includes a largely undisturbed bank of the Hudson River, separated from the upland by the railroad.

Whether within or outside a designated SASS all proposed actions subject to review under federal and State coastal acts or a Local Waterfront Revitalization Program must be assessed to determine whether the action would affect a scenic resource and whether the action would be likely to impair the scenic beauty of the scenic resource.

When considering a proposed action, agencies shall first determine whether the action could affect a scenic resource of statewide significance. This determination would involve:

- (a) a review of the coastal area map to ascertain if it shows an identified scenic resources which could be affected by the proposed action, and
- (b) a review of the types of activities proposed to determine if they would be likely to impair the scenic beauty of an identified resource.

Impairment would include:

- (a) The irreversible modification of geologic forms; the destruction or removal of vegetation; the modification, destruction or removal of structures, whenever the geologic forms, vegetation or structures are significant to the scenic quality of an identified resource; and
- (b) The addition of structures which because of siting or scale will reduce identified views or which because of scale, form or materials will diminish the scenic quality of an identified resource.

The following siting and facility-related guidelines are to be used to achieve this policy, recognizing that each development situation is unique and that the guidelines will have to be applied accordingly and consider both the scenic resource and the City's development objectives and priorities. Guidelines include:

- Siting structures and other development such as highways, power lines and signs, and back from shorelines or in other inconspicuous locations to maintain the attractive quality of the shoreline and to retain views to and from the shore
- Clustering or orienting structures to retain views, save open space and provide visual organization to a development
- Incorporating sound, existing structures (especially historic buildings) into the overall development scheme
- Removing deteriorated and/or degrading elements
- Maintaining or restoring the original land form, except when changes screen unattractive elements and/or add appropriate interest
- Maintaining or adding vegetation to provide interest, encourage the presence of wildlife, blend structures into the site, and obscure unattractive elements, except when selective clearing removes unsightly, diseased or hazardous vegetation and when selective clearing creates views of coastal waters
- Using appropriate materials, in addition to vegetation, to screen unattractive elements
- Using appropriate scales, forms and materials to ensure that buildings and other structures are compatible with and add interest to the landscape

POLICY 25 PROTECT, RESTORE OR ENHANCE NATURAL AND MAN-MADE RESOURCES WHICH ARE NOT IDENTIFIED AS BEING OF STATEWIDE SIGNIFICANCE, BUT WHICH CONTRIBUTE TO THE OVERALL SCENIC QUALITY OF THE COASTAL AREA.

Explanation of Policy

When considering a proposed action which would not affect a scenic resource of Statewide significance, agencies shall ensure that the action will be undertaken so as to protect, restore or enhance the overall scenic quality of the coastal area. Activities which could impair or further degrade scenic quality are the same as those cited under the previous policy, i.e., modification of natural landforms, removal of

vegetation, etc. However, the effects of these activities would not be considered as serious for the general coastal area as for significant scenic areas.

The siting and design guidelines listed under the previous policy will be considered for proposed actions in the general coastal area. More emphasis may need to be placed on removal of existing elements, especially those which degrade, and on addition of new elements or other changes which enhance. Removal of vegetation at key points to improve visual access to coastal waters is one such change which might be expected to enhance scenic quality.

Many of the sites within the LWRP area have significant views of the Hudson River and surrounding landscape. Because the topography in Newburgh steps up to form plateaus at varying elevations, some buildings as far west as Liberty Street have visual access to the river, while developments at the foot of Broadway and on the east side of Montgomery Street have nearly unobstructed views.

Indeed, the panoramic view of the Hudson River and the surrounding mountains is the main feature of the scenic environment in Newburgh. Variations in color take place as the wooded mountains go through their annual cycle of change. More elements are added to the picture in the summer, when yachts and small boats make their appearance on the river. The emergence of life, color and movement on a grand scale creates a panorama that is unique to Newburgh. The picture is further enhanced by the structure of the viewing positions from which it is observed. These positions produce channeled and glimpsed views that create an interesting variety in the landscape as well as broad panoramas. Much of the immediate waterfront is vacant former urban renewal land, with waterfront commercial and industrial operations and the deteriorated Newburgh Landing structures dominating. The abutment supporting the railroad tracks is dominant in some areas. Some old factory buildings remain. West of Water Street are the grassy slopes of Downing Vaux (Broadway) Park and other open spaces separating Water Street from the densely settled central area. The Key Bank building dominates the landscape at this level. The City skyline as a whole is varied and interspersed with large old trees. The view from the Hudson River walkway is also a significant resource for the City, allowing the public to achieve an unobstructed, eye-level interaction with the waterfront.

The existence of a large number of such onshore and offshore views has produced a high-quality scenic environment that is conducive to the furtherance of the economic growth and development of the City. It is recognized, however, that, insofar as it can lead to a deterioration of environmental quality, unchecked development can be self-defeating. It must also be recognized that many of the unobstructed views that exist in Newburgh today are a direct result of the significant loss of historic fabric during urban renewal. Redevelopment of the former urban renewal lands is expected, and the replacement with appropriately scaled structures that respect the scenic nature of their site, as per the City Zoning Code, should be a priority. It is therefore the purpose of the LWRP to establish policy mechanisms for the protection of the scenic environment.

As part of the 2015 Zoning Code update, the City adopted regulations to protect, preserve and enhance scenic public views within the LWRP area. Article XI: Site Plan Review, Application and Approval of the Code of Ordinances requires an additional viewshed analysis for projects located within certain waterfront districts (see Section V). The purpose of this review is to ensure protection and enhancement of the City's scenic viewshed, comprised of natural, aesthetic and cultural resources formed by the landscape and geologic features of the City. Through this statute the City intends to preserve scenic views to and from the Hudson River, the Hudson Highlands and the east bank of the Hudson River. The views from the following locations are recognized by the City of Newburgh as providing significant benefits to the residents and visitors of Newburgh and as important parts of Newburgh's cultural heritage. The detailed description of the current views is noted specifically to highlight the character of the current view as emphasis to the importance of its preservation.

- Dutch Reformed Church
- Washington's Headquarters
- Broadway and Colden Street
- Newburgh Public Library
- First Street and Montgomery Street.
- Bay View Terrace

The City will also seek to reduce the incidence of light pollution, which impairs the quality of the night sky and landscape, and results in wasteful use of energy. To mitigate the effects of light pollution, the City will explore the adoption of an ordinance for new commercial development and of regulations for residential lighting. Other approaches to consider are retrofitting City streetlights to high-efficiency, low-emitting downcast lighting and requiring new development to include the same in the site plan review process; and establishing maximum light levels for outdoor lighting applications.

(See Policies 1, 4, 12, 18)

8. AGRICULTURAL LANDS POLICY

POLICY 26 CONSERVE AND PROTECT AGRICULTURAL LANDS IN THE STATE'S COASTAL AREA.

The State Coastal Policy regarding the conservation of agricultural lands is not applicable to the City of Newburgh.

9. ENERGY AND ICE MANAGEMENT POLICIES

POLICY 27 **DECISIONS ON THE SITING AND CONSTRUCTION OF MAJOR ENERGY FACILITIES IN THE COASTAL AREA WILL BE BASED ON PUBLIC ENERGY NEEDS, COMPATIBILITY OF SUCH FACILITIES WITH THE ENVIRONMENT, AND THE FACILITY'S NEED FOR A SHOREFRONT LOCATION.**

Explanation of Policy

The State expects to meet energy demands through a combination of conservation measures; traditional and alternative technologies, such as solar, wind and geothermal power; and use of various fuels including coal in greater proportion.

The directives for determining the public need for energy are contained primarily in Article V of the New York State Energy Law and Article VII of the Public Service Law. With respect to transmission lines and steam electric generating facilities, Article VII of the State's Public Service Law requires additional forecasts and establish the basis for determining compatibility of these facilities with the environment and the necessity for a coastal area location. With respect to electric generating facilities, environmental impacts associated with siting and construction will be considered by one or more State agencies or, if in existence, an energy siting board. The policies derived from these proceedings are entirely consistent with the general coastal zone policies derived from other laws, particularly the regulations promulgated pursuant to the Waterfront Revitalization of Coastal Areas and Inland Waterways Act. The Act is used for the purposes of ensuring consistency with the State Coastal Management Program and this LWRP.

In consultation with the City of Newburgh, the Department of State will comment on the State Energy Office Policies and planning reports as might exist; present testimony for the record during relevant proceedings under Article V of the NYS Energy Law and Article VII of the Public Service Law; and use the State SEQR and DOS regulations to ensure that decisions on proposed energy facilities which would impact the coastal area are made consistent with the policies and purposes of the LWRP.

(See Policy 1E)

POLICY 28 **ICE MANAGEMENT PRACTICES SHALL NOT INTERFERE WITH THE PRODUCTION OF HYDROELECTRIC POWER, DAMAGE SIGNIFICANT FISH AND WILDLIFE AND THEIR HABITATS, OR INCREASE SHORELINE EROSION OR FLOODING.**

Explanation of Policy

Ice management practices are not performed by the City of Newburgh; however the City will help ensure that actions which may adversely affect fish and wildlife habitats or increase shoreline erosion or flooding will be avoided. An assessment of ice management practices will be made prior to any actions in an attempt to measure the potential effects such actions will have upon fish and wildlife habitats, flood levels, erosion and other natural features. If such actions are found to be unacceptable, the City will cooperate with agencies in any necessary mitigating action.

POLICY 29 ENCOURAGE THE DEVELOPMENT OF ENERGY RESOURCES ON THE OUTER CONTINENTAL SHELF, IN LAKE ERIE AND IN OTHER WATER BODIES, AND ENSURE THE ENVIRONMENTAL SAFETY OF SUCH ACTIVITIES.

The State Coastal Policy regarding the development of energy resources on the outer continental shelf is not applicable to the City of Newburgh.

10. WATER AND AIR RESOURCES POLICIES

POLICY 30 MUNICIPAL, INDUSTRIAL, AND COMMERCIAL DISCHARGE OF POLLUTANTS, INCLUDING BUT NOT LIMITED TO, TOXIC AND HAZARDOUS SUBSTANCES, INTO COASTAL WATERS WILL CONFORM TO STATE AND NATIONAL WATER QUALITY STANDARDS.

Explanation of Policy

Municipal, industrial and commercial discharges include not only "end-of-the pipe" discharges into surface and groundwater but also plant site runoff, leaching, spillages, sludge and other waste disposal, and drainage from raw material storage sites. Regulated industrial discharges are both those which directly empty into receiving coastal waters and those which pass through municipal treatment systems before reaching the State's waterways.

Such "end-of-pipe" discharges are monitored and regulated by DEC's SPDES program (State Pollution Discharge Elimination System) as well as by federal law and the U.S. Environmental Protection Agency. Currently, periodic discharges resulting from combined sewer overflows have a significant negative impact on the City's waterfront area.

The municipal sewage treatment plant located along the Hudson River at Renwick Street is monitored to avoid the accidental discharge of pollutants. New developments within the LWRP area will be reviewed to ensure the adequacy of the existing water and sewer system to support them and necessary improvements and expansions will be made in areas where such systems are inadequate. The City shall

provide the necessary improvements such as system enlargement and pipe replacement if such improvements will encourage new development and/or eliminate potential pollutant discharge. Priority will be given to water and sewer projects which will eliminate or prevent the discharge of pollutants into the Hudson River and Quassaick Creek.

All state and national water quality standards will be followed and enforced as necessary in the City of Newburgh including but not limited to all policies and plans as detailed in the City of Newburgh's 2016 Long-Term Control Plan for Combined Sewer Overflows.

(See Policies 2, 5, 7, 8, 18, 21, 33, 34, 35, 36, 37, 38, 39, 40)

POLICY 31 STATE COASTAL AREA POLICIES AND PURPOSES OF APPROVED LOCAL WATERFRONT REVITALIZATION PROGRAMS WILL BE CONSIDERED WHILE REVIEWING COASTAL WATER CLASSIFICATIONS AND WHILE MODIFYING WATER QUALITY STANDARDS; HOWEVER, THOSE WATERS ALREADY OVERBURDENED WITH CONTAMINANTS WILL BE RECOGNIZED AS BEING A DEVELOPMENT CONSTRAINT.

Explanation of Policy

Pursuant to the Federal Clean Water Act of 1977 (PL 95-217) the State has classified its coastal and other waters in accordance with considerations of best usage in the interest of the public and has adopted water quality standards for each class of waters. These classifications and standards are reviewed at least every three years for possible revision or amendment. Local Waterfront Revitalization Programs and State coastal management policies will be factored into the review process for coastal waters. However, such consideration shall not affect any water pollution control requirement establishment by the State pursuant to the Federal Clean Water Act.

The quality of water resources is defined in terms of chemical, physical, and biological characteristics, which, in turn, relate to the water's acceptability for its intended use. DEC has classified all streams, lakes and rivers according to best use. The classifications are used to regulate water quality and enforce water quality standards.

The Hudson River is classified as "A" in the Newburgh area, meaning it can be a source of water supply for drinking, culinary or food processing purposes and any other uses, with treatment. The water quality classification for Quassaick Creek has been improved from a "D" classification to a "C" classification, meaning it is suitable for fishing and all other uses except as a source of water supply for drinking, culinary or food processing purposes.

POLICY 32 **ENCOURAGE THE USE OF ALTERNATIVE OR INNOVATIVE SANITARY WASTE SYSTEMS IN SMALL COMMUNITIES WHERE THE COSTS OF CONVENTIONAL FACILITIES ARE UNREASONABLY HIGH, GIVEN THE SIZE OF THE EXISTING TAX BASE OF THESE COMMUNITIES.**

The State Coastal Policy regarding the use of alternative or innovative sanitary waste systems in small communities is not applicable to the City of Newburgh.

POLICY 33 **BEST-MANAGEMENT PRACTICES WILL BE USED TO ENSURE THE CONTROL OF STORMWATER RUNOFF AND COMBINED SEWER OVERFLOWS DRAINING INTO COASTAL WATERS.**

Explanation of Policy

Best-management practices include both structural and non-structural methods of preventing or reducing pollution caused by the discharge of stormwater runoff and combined sewer overflows. At present, structural approaches to controlling stormwater runoff (e.g. construction of retention basins) and combined sewer overflows (e.g. replacement of combined systems with separate sanitary and stormwater collection systems) are not economically feasible. Until funding for such projects becomes available, non-structural approaches (e.g. improved street cleaning, reduced use of road salt) will be encouraged, as will “green” practices such as green roofs, rain gardens and porous pavement.

Priority will be given to water and sewer improvements within the LWRP area if such improvements are necessary to reduce excessive stormwater runoff, eliminate the leakage or seepage of sewage into the environment and to eliminate the drainage of untreated discharge into the Hudson River and Quassaick Creek. The expansion and improvement of existing water and sewer service facilities to accommodate new development and revitalization activities will be implemented as necessary. Because of the size and age of many of the lines, existing pipes may need to be replaced to achieve a larger capacity and more efficient system. It is the City's policy that any newly installed systems have separate storm and sanitary sewer lines.

The use of best practices for stormwater management will include consideration of “green” strategies, which can be a cost-effective and environmentally beneficial approach to reducing stormwater and the problems of combined sewer overflow systems. Green infrastructure approaches seek to infiltrate or reuse stormwater, using soils and vegetation rather than traditional “hardscape” collection, conveyance and storage structures. The underlying goal is to keep rainwater out of the sewer system to reduce sewer overflow and to reduce the amount of untreated stormwater discharging to nearby water bodies which impair water quality. Methods employed include the use of green rooftops, trees and tree boxes, rain gardens, vegetated swales, pocket wetlands, infiltration planters, vegetated median strips, reforestation

and protection and enhancement of riparian buffers and floodplains. Other related approaches include the use permeable pavement, rain barrels and cisterns.

During the process of site plan review, all new developments are required to assure the adequacy of existing systems and/or describe the actions that will be taken to ensure the control of stormwater runoff and sewage.

(See Policies 2, 5, 7, 8, 30)

**POLICY 34 DISCHARGE OF WASTE MATERIALS INTO COASTAL WATERS FROM VESSELS WILL
BE LIMITED SO AS TO PROTECT SIGNIFICANT FISH AND WILDLIFE HABITATS,
RECREATIONAL AREAS AND WATER SUPPLY AREAS.**

Explanation of Policy

The discharge of sewage, garbage, rubbish, and other solid and liquid materials from watercraft and marinas into the State's waters is regulated. Fish and wildlife habitats, waterfronts, and public water bodies need protection from contamination by vessel wastes. Specific effluent standards for marine toilets have been set by DEC (6 NYCRR, Part 657). These standards will be followed by all agencies.

Under Newburgh's City Code, no person shall dump, drop, throw or place any vegetables, garbage, ashes, cinders, dross, rubbish, dirt, shells of oysters, clams or other fish or offal, or the carcass of any animal or filth, or sewage of any kind in the Hudson River, or any of the streams or ponds within the boundaries of the City. No person shall deposit any dead animal, manure, garbage, compost, vegetable or any putrescible matter in any spring, marsh, watercourse or reservoir, nor on or in the ground within 50 feet thereof, nor anywhere in such a manner that it can be washed by rain, melting snow or otherwise over the surface of the ground into any spring, marsh, watercourse or reservoir (Section 4-5). No person shall deposit any human excreta on the ground within 130 feet of any spring, marsh, watercourse or reservoir, nor anywhere in such a manner that it could be washed into the same.

A vessel waste pump-out station for small water craft will be studied and, if feasible, planned and constructed by the City at its waste water treatment site or other appropriate location (see Policy 7A). The exact location of such a facility, and the potential for additional pump-out stations, will depend on the demonstrated demand for the facility, as well as the location of other pump-out stations along the Hudson River. Any new or expanded marina facility providing additional boat slips will provide convenient on-site vessel waste pump-out facilities or demonstrate that readily available and accessible vessel waste pump-out capacity exists elsewhere in the HMA to meet their needs. Receptacles for garbage, rubbish and other solid and liquid materials will be required in waterfront recreation areas, especially around the yacht club, Newburgh Landing, Washington Street boat launch and at any other new recreational sites.

These receptacles must be large enough to adequately support peak usage. Section 4-6 of the local Code of Ordinances prohibits leaving, "any bait cans, dead bait, lunch box, garbage, refuse or paper" on or around the "City property of any waterway. Such waste shall be deposited in the receptacles provided by the City." This ordinance shall apply to all waterfront recreation areas. As part of the design plans for the river walkway, decorative receptacles have been selected and will be installed to prevent littering. Garbage receptacles will be installed in any new "high activity" areas within the LWRP area, as determined by City staff. Policies and procedures for the City's Department of Public Works will be written and disseminated to govern action steps in case of emergency spills.

(See Policies 2, 5, 7, 8, 18, 30, 33, 35, 36, 37, 38, 39, 40)

POLICY 35 DREDGING AND DREDGE SPOIL DISPOSAL IN COASTAL WATERS WILL BE UNDERTAKEN IN A MANNER THAT MEETS EXISTING STATE DREDGING PERMIT REQUIREMENTS, AND PROTECTS SIGNIFICANT FISH AND WILDLIFE HABITATS, SCENIC RESOURCES, NATURAL PROTECTIVE FEATURES, IMPORTANT AGRICULTURAL LANDS, AND WETLANDS.

Explanation of Policy

Dredging is often essential for waterfront revitalization and development, maintaining navigation channels at sufficient depths, pollutant removal and meeting other coastal management needs. Dredging projects, however, may adversely affect water quality, fish and wildlife habitats, wetlands and other important coastal resources. These adverse effects can be minimized through careful designing and timing of the dredging operation and proper siting of the dredge spoil disposal site. Dredging permits will be granted if it has been satisfactorily demonstrated that these anticipated adverse effects have been reduced to levels which satisfy State dredging permit standards set forth in regulations developed pursuant to Environmental Conservation Law, (Articles 15, 24, 25 and 34), and are consistent with policies pertaining to the protection of coastal resources (State Coastal Management policies 7, 24, 15, 26 and 44). If dredging activities become necessary in connection with this program, all applicable standards and policies will be followed.

The City of Newburgh abides by all necessary standards set by DEC and the USACE.

(See Policies 7, 15, 24, 44)

POLICY 36 ACTIVITIES RELATED TO THE SHIPMENT AND STORAGE OF PETROLEUM AND OTHER HAZARDOUS MATERIALS WILL BE CONDUCTED IN A MANNER THAT WILL PREVENT OR AT LEAST MINIMIZE SPILLS INTO COASTAL WATERS; ALL PRACTICABLE EFFORTS WILL BE UNDERTAKEN TO EXPEDITE THE CLEANUP OF

SUCH DISCHARGES; AND RESTITUTION FOR DAMAGES WILL BE REQUIRED WHEN THESE SPILLS OCCUR.

POLICY 36A

STORAGE AREAS FOR PETROLEUM AND OTHER HAZARDOUS MATERIALS WILL BE BERMED TO PREVENT ON-SITE SPILLS FROM ENTERING COASTAL WATERS. NO MORE THAN 150 GALLONS OF SUCH MATERIALS SHALL BE KEPT IN TEMPORARY STORAGE FACILITIES AT ANY ONE TIME.

Explanation of Policy

Hazardous wastes are unwanted by-products of manufacturing processes generally characterized as being flammable, corrosive, reactive or toxic. More specifically, hazardous waste is defined in Environmental Conservation Law (Section 27-0901 (3)) as "waste or combination of wastes which because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness: or (2) pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported or otherwise managed." A list of hazardous wastes as defined by DEC can be found in 6 NYCRR Part 371.

Clean-up of accidental discharges will be conducted according to State regulations and other applicable authoritative regulations. Restitution for damages would be the responsibility of the manufacturer or property owner. Local site plan review procedures will require all applicants developing nonresidential uses to identify any hazardous materials associated with the proposed use and disclose information on use, storage, treatment and disposal. Disclosure during the site plan review process will alert the City to any potential difficulties and will assure that shipment disposal and storage of hazardous wastes will be conducted in a conscientious manner.

(See Policies 30, 33, 34, 37, 39, 40)

POLICY 37

BEST MANAGEMENT PRACTICES WILL BE UTILIZED TO MINIMIZE THE NON-POINT DISCHARGE OF EXCESS NUTRIENTS, ORGANICS AND ERODED SOILS INTO COASTAL WATERS.

Explanation of Policy

Important fish and wildlife habitats, beaches, and public water supply areas need protection from contamination by non-point discharge of excess nutrients, organics and eroded soils. Actions to prevent or minimize erosion and the use of alternative (organic) methods of fertilization and pest control will greatly minimize discharge. The use of fertilizers and pest control chemicals will be discouraged within the

LWRP area. Easements and permits will not be issued by the City for the use of watershed land and public water supply areas for any action that would require contamination containment or mitigation.

Non-structural erosion control methods, such as the planting of vegetation, and if necessary structural erosion control will be utilized to prevent the excessive discharge of eroded soil into local waters however, non-structural methods will be given priority.

Erosion and non-point source protection plans will be required for proposed construction to achieve the following objectives:

1. Natural ground contours will be followed as closely as possible.
2. Areas of steep slopes, where high cuts and fills may be required, will be avoided.
3. Extreme care will be exercised in areas adjacent to natural watercourses and in locating artificial drainageways so that their final gradient and resultant discharge velocity will not create additional erosion problems. Construction and post-construction runoff levels will be maintained at or below pre-construction levels at all times.
4. Natural protective vegetation will remain undisturbed, if at all possible, and restored when necessary.
5. The amount of time that disturbed ground surfaces are exposed to the energy of rainfall and runoff water will be limited.
6. The velocity of the runoff water on all areas subject to erosion will be reduced below that necessary to erode the materials.
7. A ground cover will be applied sufficient to restrain erosion on that portion of the disturbed area undergoing no further active disturbance.
8. Runoff from a site will be collected and detained in sediment basins to trap pollutants which would otherwise be transported from the site.
9. The angle for graded slopes and fills will be limited to an angle no greater than that which can be retained by vegetative cover. Other erosion control devices or structures will be used only where vegetation and grading are not sufficient to control erosion.
10. The length as well as the angle of graded slopes will be minimized to reduce the erosive velocity of runoff water.

Site plan review procedures and approval, for new or expanded industrial, energy, transportation, or commercial facilities will require appropriate Federal and State environmental permits where water quality is concerned.

(See Policies 30, 33, 34, 36, 39, 40)

POLICY 38 **THE QUALITY AND QUANTITY OF SURFACE WATER AND GROUNDWATER SUPPLIES, WILL BE CONSERVED AND PROTECTED, PARTICULARLY WHERE SUCH WATERS CONSTITUTE THE PRIMARY OR SOLE SOURCE OF WATER SUPPLY.**

Explanation of Policy

The City of Newburgh obtains its drinking water supply from reservoirs outside the City's limits within the Town of New Windsor. However, as a general principle, surface and groundwater are primary sources of drinking water and therefore must be protected.

Site plan review procedures and approval, and all other building permit approvals, will require appropriate Federal and State environmental permits where water quality is concerned.

(See Policies 30, 31, 33, 34, 36, 37, 39, 40)

POLICY 39 **THE TRANSPORT, STORAGE, TREATMENT AND DISPOSAL OF SOLID WASTES, PARTICULARLY HAZARDOUS WASTES, WITHIN COASTAL AREAS WILL BE CONDUCTED IN SUCH A MANNER SO AS TO PROTECT GROUNDWATER AND SURFACE WATER SUPPLIES, SIGNIFICANT FISH AND WILDLIFE HABITATS, RECREATION AREAS, IMPORTANT AGRICULTURAL LANDS AND SCENIC RESOURCES.**

Explanation of Policy

The definitions of terms "solid wastes" and "solid wastes management facilities" are taken from New York's Solid Waste Management Act (Environmental Conservation Law, Article 27). Solid wastes include sludges from air or water pollution control facilities, demolition and construction debris and industrial and commercial wastes.

Hazardous wastes are unwanted by-products of manufacturing processes generally characterized as being flammable, corrosive, reactive, or toxic. More specifically, hazardous waste is defined in Environmental Conservation Law (Section 27-0901 (3)) as "waste or combination of wastes which because of its quantity,

concentration, or physical, chemical or infectious characteristics may: (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported or otherwise managed." A list of hazardous wastes is provided in 6 NYCRR Part 371.

Solid waste management facilities must meet the requirements contained in 6NYCRR Part 360 dated December 31, 1988.

Examples of solid waste management facilities include resource recovery facilities, sanitary landfills and solid waste reduction facilities. Although a fundamental problem associated with the disposal and treatment of solid wastes is the contamination of water resources, other related problems may include: filling of wetlands and littoral areas, atmospheric loading, and degradation of scenic resources.

Nonresidential applicants must identify hazardous wastes and other solid wastes of unusual origin. Information as to the transport, storage, treatment and disposal of such wastes must be disclosed. The information disclosed by the developer must assure consistency with the LWRP policies and adequate environmentally conservative handling of wastes.

POLICY 39A DUMPING OF SOLID AND HAZARDOUS WASTES IN THE COASTAL WATERS OF THE CITY OF NEWBURGH IS PROHIBITED.

Explanation of Policy

Navigation and recreation activities in and around the coastal waters of the City of Newburgh are of economic importance and contribute to the quality of life of its residents.

Dumping of materials which create navigation hazards or pollute the water is detrimental to the quality of life, endanger the welfare of boaters, and adversely impact the operation of water dependent business industry.

(See Policies 30, 36, 40)

POLICY 40 EFFLUENT DISCHARGED FROM MAJOR STEAM ELECTRIC GENERATING AND INDUSTRIAL FACILITIES INTO COASTAL WATERS WILL NOT BE UNDULY INJURIOUS TO FISH AND WILDLIFE AND SHALL CONFORM TO STATE WATER QUALITY STANDARDS.

Explanation of Policy

The State Board of Electric Generation Siting and the Environment considers a number of factors when reviewing a proposed site for facility construction. One of these factors is that the facility not discharge any effluent that will be unduly injurious to the propagation and protection of fish and wildlife, the industrial development of the State, the public health and public enjoyment of the receiving waters. The effects of thermal discharges on water quality and aquatic organisms will be considered by the siting board when evaluating an applicant's request to construct a new steam electric generating facility.

(See Policies 30, 36, 37, 38, 39)

POLICY 41 LAND USE OR DEVELOPMENT IN THE COASTAL AREA WILL NOT CAUSE NATIONAL OR STATE AIR QUALITY STANDARDS TO BE VIOLATED.

Explanation of Policy

The State Coastal Management Program and the LWRP incorporate State Laws on air quality developed by the DEC and the Clean Air Act into their programs. Requirements set out in the Clean Air Act are the minimum air quality control requirements applicable to the coastal area.

Site plan review procedures and approval and other permit approvals for new or expanded industrial, energy, transportation, or commercial facilities will require appropriate Federal, State and County environmental approvals where air quality is concerned.

POLICY 42 COASTAL MANAGEMENT POLICIES WILL BE CONSIDERED IF THE STATE RECLASSIFIES LAND AREAS PURSUANT TO THE PREVENTION OF SIGNIFICANT DETERIORATION REGULATIONS OF THE FEDERAL CLEAN AIR ACT.

Explanation of Policy

The policies of the State and local coastal management programs concerning proposed land and water uses and the protection and preservation of special management areas will be taken into account prior to any action to change prevention of significant deterioration land classifications in coastal/waterfront regions or adjacent areas. In addition, the Department of State will provide the DEC with recommendations for proposed prevention of significant deterioration land classification designations based upon State and local coastal management programs.

POLICY 43 **LAND USE OR DEVELOPMENT IN THE COASTAL AREA MUST NOT CAUSE THE GENERATION OF SIGNIFICANT AMOUNTS OF THE ACID RAIN PRECURSORS: NITRATES AND SULFATES.**

Explanation of Policy

The New York Coastal Management Program incorporates the State's policies on acid rain into their program. As such, the Coastal Management Program will assist in the State's efforts to control acid rain. Efforts to control acid rain will enhance the continued viability of coastal fisheries, wildlife, agricultural, scenic and water resources.

The State-enforced Air Pollution Control Program covers this policy. Necessary State and Federal approvals concerning acid rain and the generation of nitrates and sulfates will be required where applicable. The disclosure of sulfate and nitrate generating activities will be required if applicable during Site Plan Review.

11. WETLANDS POLICY

POLICY 44 **PRESERVE AND PROTECT TIDAL AND FRESHWATER WETLANDS AND PRESERVE THE BENEFITS DERIVED FROM THESE AREAS.**

Explanation of Policy

Tidal wetlands include the following ecological zones: coastal fresh marsh; intertidal marsh; coastal shoals, bars and flats; littoral zone; high marsh or salt meadow; and formerly connected tidal wetlands. These tidal wetland areas are officially delineated on the DEC's Tidal Wetlands Inventory Map.

At the mouth of the Quassaick Creek is a tidal wetland which is stressed from various regulated and unregulated pollutant discharges. Regardless, the Creek continues to be used for recreational and fishing opportunities. The City recommends rehabilitation of the Creek, and supports activities to upgrade the water quality and ecological habitat in this vicinity. Ultimately, water quality improvements to the Creek, a tributary to the Hudson River, will help to improve water quality within the river itself.

Activities conducted within tidal or freshwater wetlands will be subject to applicable state and federal permit reviews and approvals.

Freshwater wetlands include marshes, swamps, bogs, and flats supporting aquatic and semi-aquatic vegetation and other wetlands so defined in the NYS Freshwater Wetlands Act and the NYS Protection of Waters Act.

According to data contained on the National Wetland Inventory (NWI) map for Newburgh, two small isolated freshwater wetlands are located on the Steel Style site and adjoining the CSX rail right-of-way. These pockets have been formed in depressions or excavated areas where water seasonally floods or collects.

The benefits derived from the preservation of tidal and freshwater wetlands include but are not limited to:

- habitat for wildlife and fish, including a large portion of the State's commercial fin and shellfish varieties; and contribution to associated aquatic food chains;
- erosion, flood and storm control;
- natural pollution treatment;
- groundwater protection;
- recreational opportunities;
- educational and scientific opportunities; and
- aesthetic open space in many otherwise densely developed areas.

SECTION IV: PROPOSED PROJECTS

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1. FUTURE LAND USE

The proposed land and water uses recommended for the City of Newburgh's LWRP area are reflected in the City's 2011 Future Land Use Plan, which was adopted as an addendum to the City's 2008 *"Plan-It Newburgh"* Sustainable Master Plan. The Master Plan and Future Land Use Plan support land uses that give preference to water dependent and water enhanced uses within the waterfront area, which is a major tenet of this LWRP. The Future Land Use Plan geographically illustrates general future land uses based on the policies stated in the City's Master Plan and reinforced by this LWRP. The Future Land Use Plan is illustrated in Figure IV-1. Specifically, the Future Land Use Plan for the LWRP area is primarily focused on enhancing and improving the public recreation and water-access facilities in Newburgh, as well as supporting the redevelopment of under-utilized or vacant waterfront sites.

The Future Land Use Plan is a broad expression of the range of uses intended for the LWRP area and the City as a whole; it is not intended to describe the proposed land use pattern on a parcel-by-parcel basis. Ultimately, the Future Land Use Plan constitutes the regulatory framework upon which the City's zoning regulations are drafted, amended and adopted. As such, the City of Newburgh adopted a city-wide update to its Zoning Code in September 2015. The Zoning Code update built upon the City's Master Plan and the 2011 Future Land Use Plan. The Zoning Code update introduces form-based code into the waterfront and waterfront gateway districts to provide for the redevelopment and adaptive reuse of the City's waterfront as well as those neighborhoods proximate thereto. No changes to the City's Zoning Code are required in order to implement the LWRP.

The Future Land Use Plan is based on the overall goal of accommodating future development, as well as fostering the conversion of current uses to those that will promote a desirable and balanced land use pattern that meets the long-term needs of City residents. The Future Land Use Plan will also promote economic stability through targeted and well-planned land use. Specific goals¹ for the LWRP area include the following:

- Provide convenient and attractive public access to the waterfront including improved access to Quassaick Creek.
- Revitalize underutilized and deteriorated buildings and redevelop vacant land.
- Embody "smart-growth" principles such as creating a range of housing opportunities and choices, creating walkable neighborhoods, providing a mix of land uses and preserving open space.
- Encourage new water-dependent and water-enhanced development.
- Improve public infrastructure and utilities to adequately support new development and redevelopment in the area.
- Promote façade and streetscape improvements that reflect Newburgh's urban scale and historic character.

¹ Please note that these goals are not listed in order of priority of importance.

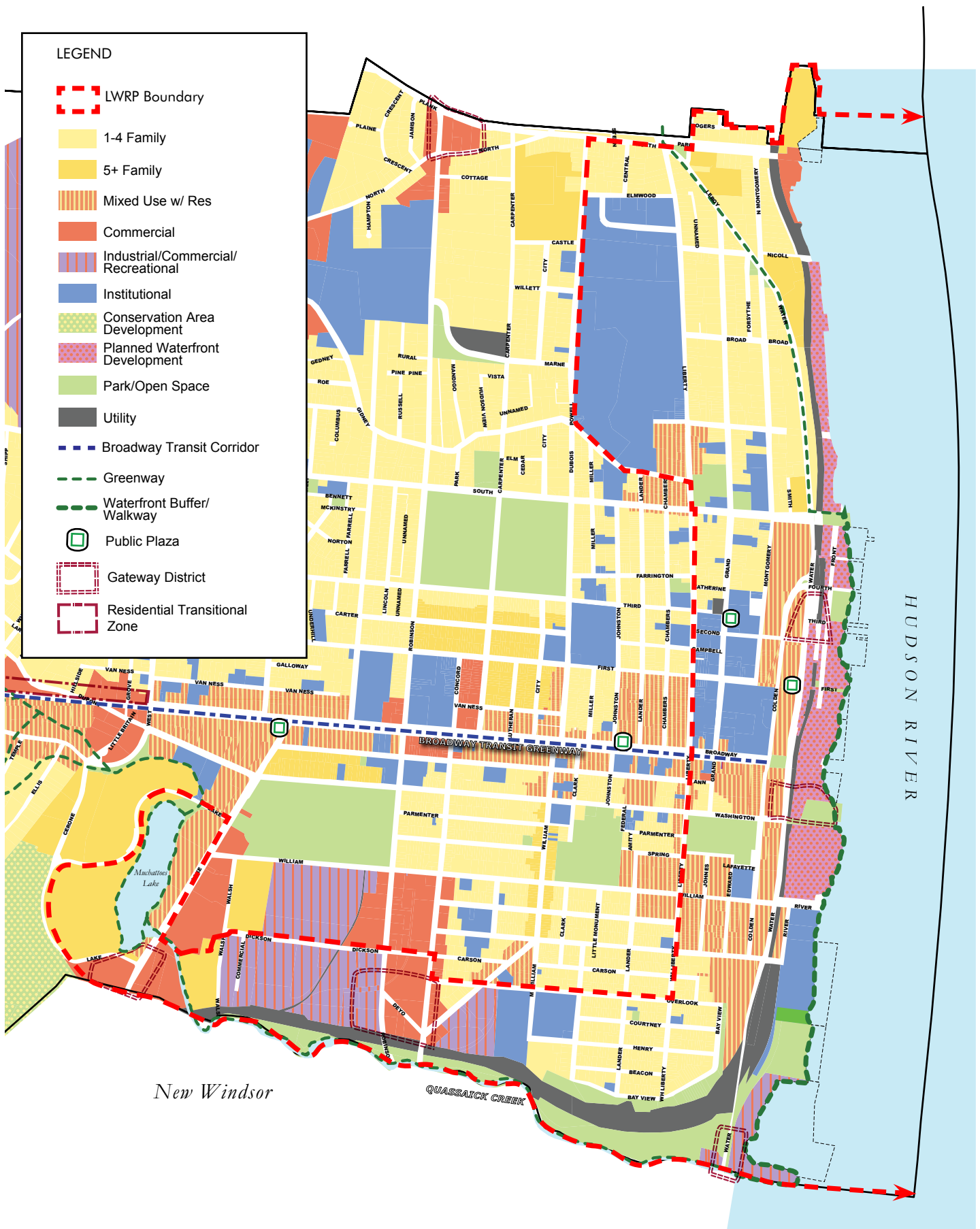


FIGURE IV-1: FUTURE LAND USE PLAN

- Preserve and enhance existing public views of the Hudson River.
- Promote sustainable planning practices and green building design.
- Promote adaptive re-use and redevelopment of deteriorated and vacant buildings, rather than tearing them down, to promote the conservation of resources.

Anticipated future uses within the LWRP area are described below under six general land use categories.

The LWRP supports the proposed designation of thematic corridors from the Hudson riverfront up from the City's waterfront upland to the City's downtown area. In this approach, Washington Street will be cultivated and developed for its historic destinations, Broadway for its commercial destinations, Second Street for its cultural resources (Newburgh Free Library, Heritage Center), South Street for its residential neighborhood destinations, S. William Street for its connection to commercial, recreational and industrial destinations, and Quassaick Creek for its environmental and scenic destinations.

a. Park/Open Space (Waterfront Walkway/Greenway)

As Figure IV-1 illustrates, the Future Land Use Plan recommends that public access and open space be provided along the Hudson River waterfront (Waterfront Buffer/Walkway) as well as along Quassaick Creek and Muchattoes Lake (Greenway). Providing new quality waterfront public access and enhancing existing public access is a key goal of the LWRP. The following provides a description of potential future open space and recreational uses along the waterfront (Sub-Area C) and in the upland portions of the LWRP area (Sub-Areas A and B):

Waterfront Open Space and Recreation (Sub-Area C) - Future public access proposals include the creation of improved open spaces and amenities, linked by a continuous walkway along the riverfront (see below). Existing important waterfront public access includes Newburgh Landing Park, the existing pedestrian walkway, the First Street Fishing Pier, Ward Brothers Memorial Rowing Park, and the Municipal Boat Launch area. Future proposed improvements and additions include construction of South Street Park, expansion and reconfiguration of Newburgh Landing Dock, continued expansion of the public riverfront walkway and trail, renovation of riverfront bulkheads and the development of additional public and private recreation areas and other amenities. Specific proposals are described below under Proposed Projects.

New park and open space areas designed to enhance public access to the HMA may be established on privately owned properties in coordination with redevelopment of those properties according to any future development plans. Park and open space projects may also include projects to enhance existing City-owned waterfront properties, to provide safe and enjoyable recreational experiences for City residents and visitors, including projects to enhance the utility of those spaces for accommodating special water and waterfront events.

Upland Open Space and Recreation (Sub-Areas B and C) - Broadway Park (Downing Vaux Park) is located at the foot of Broadway and is a major visual connection to the Hudson River. The park can be an important tourist attraction, as its designers, Calvert Vaux and Frederick Law Olmsted, designed New York City's Central Park and other major parks in the U.S. Other key future amenities within the LWRP area include the passive estuary preserve and recreation trail along Quassaick Creek (see below), creating opportunities to establish a pedestrian link in the Greenway Trail System connecting Newburgh with the Town of Windsor, and the Snake Hill Trail being developed by Scenic Hudson.

Greenway and Waterfront Walkway (Sub-Areas A, B and C) - The Greenway and Waterfront Walkway shown on the Future Land Use Map represent an opportunity to create an interconnected system of open space on the riverfront to recreational sites throughout the City and region through the use of paths, sidewalks and trails. The Master Plan expressly supports this goal, along with improving the "quality of life for all City residents by maintaining an equitable distribution of parks and open spaces, and interconnectedness of same (pg. 74)".

The thin green line represents a Greenway trail network, which will connect Newburgh with the Town of New Windsor to the south and the Town of Newburgh to the north as part of the larger Hudson River Valley Greenway Trail System (HRGWT). The Greenway will also connect the Snake Hill Trail being developed by Scenic Hudson. To protect and enhance sensitive watershed areas, the City shall seek public easements for trail connections around Muchatatoes Lake as well as along Quassaick Creek. Partnering with agencies such as the Hudson River Valley Greenway, Orange County Land Trust and Scenic Hudson will help to advance park linkages and trail connectivity (Master Plan, pg. 75).

The thicker green hashed line located along the waterfront represents the proposed public walkway along the Hudson riverfront. Much of the walkway in the central portion of the waterfront has been completed, but opportunities to connect the waterfront walkway to the Greenway to the north and south still exist. The continuous waterfront walkway needs to include shared-use paths (including paved walkways and boardwalks) for walking, bicycling, jogging, wheelchair use, and other non-motorized uses, to the extent they can be implemented in a safe and environmentally sound manner. These actions are consistent with the Master Plan's goal of providing ample active recreational opportunities through trail connections, increased pedestrian amenities and bike paths aimed to promote healthier lifestyles (Master Plan, pg. 37).

b. Mixed Use with Residential

The Future Land Use Plan recommends a mix of land uses for most of the LWRP area. Within this mixed use area, a variety of residential, commercial and office, open space and recreational, and cultural and institutional uses are proposed. The intent is to promote traditional urban/city neighborhoods that have a mix of uses; are pedestrian oriented; and provide for a diverse public to live, learn, work and play. Further, by promoting mixed-use development in this area, the City intends to re-establish a physical and walkable connection between the waterfront and the Broadway corridor.

The central portion of the LWRP area – approximately eight blocks bounded by Liberty Street to the west, South Street to the north, Washington Street to the south and Colden Street to the east – includes a broad mix of uses that incorporate governmental, institutional, office and residential use. Mixed in among residential uses, governmental and administrative services serving the City, as well as many administrative offices serving eastern Orange County, are concentrated in this location. City Hall, the police and fire departments, the City Courthouse, a U.S. Post Office, the Newburgh Free Library, Orange County Community College Campus including the former YMCA building and other facilities are found here. In addition, various social service agencies are located in the Civic Center, many of them housed in historic, formerly residential buildings. In addition to the central portion of the LWRP, a potential future mixed-use area is Lake Street Plaza, an office/retail center in the area just east of Muchattoes Lake. This center contains a number of vacant storefronts and is in need of redevelopment.

In the vicinity of the Lake Street Plaza, there is a significant opportunity to promote the re/development of a traditional urban/city neighborhood that has a mix of uses; is pedestrian oriented; and provides for a diverse public to live, learn, work and play. An increase in mixed-use development will promote an urban lifestyle typical of thriving urban areas where residences, related commercial and entertainment uses support one another. Further, by promoting mixed-use development and increasing residential density in this area, the City will re-establish a physical and walkable connection between the Broadway corridor and the waterfront. This area needs new underlying development controls that spur vitality and potential waterfront development. Commercial development will ease the tax burden on residential property owners.

The Future Land Use Plan recommends a continuation of community facilities, social services, transportation systems, general professional offices and existing residential uses within this key area. Representative uses anticipated in this land use area include health services, legal services, educational and social services, benevolent membership organizations, financial, insurance and real estate services, professional offices, urban public spaces and public administration. The adaptive reuse of historic residential buildings, the infill of vacant and underutilized parcels for mixed/residential uses and the rehabilitation of substandard housing for these types of uses is encouraged as a means of preserving the structure, as well as conserving building materials and other natural resources. Mixed-use residential development is also encouraged in the area identified on Figure IV-1: Future Land Use Map as mixed-use.

South of Spring Street and to the east of Liberty Street, the Future Land Use Plan also calls for mixed-use development. Land use in this area consists of ground-floor retail, office and service commercial uses with residential uses in the upper stories of existing buildings. The Future Land Use Plan encourages the continued conversion of vacant ground floor space to a mix of retail, office and service commercial uses. To promote visitor activity, restaurants, boutiques, artisan shops, antique shops and art galleries should be encouraged. Retail, personal and business services and office uses are also allowed. The present zoning of the area is Downtown Neighborhood; commercial mixed-use and higher density residential structures will reflect the historical development pattern of the area and capitalize on the cultural assets within the district.

c. Residential

The Future Land Use Plan recommends the continuation of existing residential uses in the areas shown in yellow on the map and encourages in-fill development of vacant or under-utilized residential parcels and rehabilitation of sub-standard housing in these areas, as follows:

1-4 Family - Residential uses are encouraged throughout the entire mixed-use land use area; however, the areas shown in yellow on Figure IV-1 are designated as predominantly single-use residential land use areas. The northern residential area is currently comprised of single-family residential uses, with a small area of multi-family development located in the northeastern portion of the area. In addition the southern portion of the LWRP area to the north of Bay View (the Washington Heights neighborhood) also largely consists of 104 family units.

5+ Family - There are several higher-density residential areas within the LWRP area. These areas consist of a concentration of multifamily uses in older structures, multifamily units, garden apartment complexes and senior housing buildings. Currently, two multifamily housing complexes are located in the immediate waterfront area: Ferry Crossing and Pier-Loun Point. It is anticipated that the current use of these properties will continue. In addition, Lake Street Apartments, a large, privately owned multifamily rental complex built in the 1970s, is expected to remain in the area around Lake Muchattoes. The mix of existing higher-density housing within the LWRP area, combined with any future redevelopment of the vacant urban renewal lands or underutilized waterfront properties, will help ensure that the waterfront area becomes an active, mixed-use neighborhood with residents in easy walking distance of retail, open space, entertainment and cultural facilities.

There are a number of public and private low- and moderate-income housing facilities in the LWRP area. The City's Master Plan recommends the preservation of affordable housing within the City of Newburgh, via an affordable housing ordinance to establish a mechanism for creating and supporting permanently affordable housing opportunities. The Master Plan outlines a goal of approximately 10% of each Census tract in the City containing permanent affordable and special needs housing opportunities by 2020. While there are no plans to adopt a formal affordable housing ordinance in the immediate future, these affordable housing goals are among the key elements of the Master Plan, and the City is exploring methods to ensure affordable housing opportunities in the coming years.

d. Planned Waterfront Development

The Future Land Use Plan identifies the majority of waterfront lands east of Rev. Dr. Martin Luther King Jr. Boulevard and the CSX railroad right-of-way as Planned Waterfront Development. This area, shown in pink on Figure IV-1, is intended to be developed for a combination of water-dependent and water-enhanced uses. Such uses include retail, entertainment, dining, lodging, waterfront-related recreational uses, conference space and housing.

Construction of water-dependent marine and publicly accessible riverfront recreational uses is integral to the development of the waterfront commercial land use area. Water-dependent marine and recreational uses include, but are not limited to: marinas; piers; boat docks; boatyards for repair, storage, and sale of marine vessels; yacht clubs; and similar facilities, as well as a riverfront walkway paralleling the Hudson River.

e. Institutional

As illustrated on Figure IV-1, areas in blue are designated as institutional land use areas. These areas include Mount Saint Mary's College, Orange County Community College, the Water Pollution Control Plant, and Washington's Headquarters, a National Historic Landmark, as well as other sites listed on the National Register. These properties are key cultural/institutional anchors within the LWRP area and provide opportunities for linkages between other important cultural/institutional uses within the LWRP area such as, the East End Historic District and the Liberty/Grand Street Heritage Corridor.

f. Industrial/Commercial/Recreational

The southern portion of the waterfront area is developed with existing or former water-dependent uses, including the City of Newburgh Water Pollution Control Plant, the former Steel Style Shipyard, and the former City incinerator site. While this area has traditionally been used for water-dependent industrial uses, mixed-use redevelopment, including recreational and commercial uses, of vacant and under-utilized parcels in this area is encouraged in the future. Opportunities for increased open space and public access are also encouraged.

The Future Land Use Plan also identifies significant gateways into the City and to certain destinations within the City (i.e. the waterfront), five of these gateways are located within the LWRP area. These gateways have been identified as areas that can enhance Newburgh's "front doors" by not only constructing improvements in the areas seen by the most people, but by doing so in a way that provides a unique identity and sense of place for each location and the edges of the City. Enhancing these gateways will provide a framework to orient visitors through wayfinding signage, link Lower Broadway to the waterfront and adjacent neighborhoods, increase greenspace/landscaping, and establish a strong sense of uniqueness and vitality.

Finally, the Future Land Use Plan recognizes that the City would benefit greatly from an increase in public plazas, which provide leisure, aesthetic value and opportunities for social interaction. The potential to integrate plazas into the urban fabric exists both in private and public projects. In addition to slowing traffic, public squares would make the surrounding land more valuable for development. Reduced parking requirements or density bonuses listed in the Master Plan, are incentives that can be offered to create these spaces for private developers (pg. 66). Two potential public plazas are located within the LWRP area. Clinton Square at Water Street and Fourth Street is recommended for consideration as a public plaza.

Before urban renewal, Clinton Square was one of the City's vibrant centers. In addition to Clinton Square, the area around Water Street and First Street offers an opportunity for a civic square that could tie together the surrounding institutional uses.

2. PROPOSED PROJECTS

The following section describes a set of site-specific and programmatic projects that will be or are being implemented to improve the City's LWRP area. All projects are intended to be consistent with the Sustainable Master Plan and to embody "smart growth" principles including the recognition of Sea Level Rise and utilization of mapping tools to plan accordingly. This section is not intended to anticipate all projects that would further the goals of the LWRP; future projects may develop that could also improve the LWRP area. The criteria for including specific projects in this list were developed by the City of Newburgh, the CAC, and public. Proposed projects described below are organized by geographic location (Sub-Areas A, B, C and Entire LWRP Area – see Figure II-3); projects in or having an effect on the Harbor Management Area (HMA) are included below under Sub-Area C and Entire LWRP Area.

a. Sub-Area A – Southern/Quassaick Creek Area (see Figure IV-2)

i) Quassaick Creek Preserve and Trail

The City is working to restore the ecological habitat along the Quassaick Creek. Such activities are being linked to scientific/educational research. The Quassaick Creek Trail and its restoration serves as a tool to teach students and the community about the unique ecological habitat of the area. Institutions such as the Hudson River Interpretive Center in Beacon, NY, SUNY New Paltz and the Newburgh Enlarged School District have all participated in learning opportunities. The City's goal is to create a passive waterfront trail along the Creek for nature watching and trail walking, which will extend to Snake Hill. The trail will ultimately connect to the Hudson River walkway.

A watershed management plan including goals and initiatives to protect and restore the natural resources and water quality of the creek and provide appropriate recreational use of the creek and watershed has been prepared and should be implemented in coordination with the Town of New Windsor, concerned organizations and private landowners.

Consistent with the watershed management plan, efforts to restore and enhance the creek's riparian ecosystem, including ecosystem water quality, fish and wildlife habitat and scenic quality, should be supported, including: a) removal of accumulated debris; b) selective removal of vegetation to enhance visual access to the creek and river; c) restoration of natural riparian vegetation; d) dredging to improve stream flow and enhance fisheries habitat; and e) application of nonstructural measures to reduce runoff and non-point source pollution.



FIGURE IV-2: PROPOSED PROJECTS: SUB-AREA A

Recreational use of the creek and watershed consistent with natural resource conditions and values should be supported, including fishing, hiking and nature observation. Establishment of a nature trail providing recreational and educational benefits and linked with public waterfront areas and other areas of the city should also be supported.

ii) *Quassaick Creek Stream Restoration*

The City is pursuing restoration of the Quassaick Creek through the partial removal of the Holden Dam and rechannelization and stabilization of portions of the Quassaick Creek. Approximately 1,000 linear feet of the Quassaick Creek, starting approximately 550 foot west of Holden Dam, will be rechannelized. An additional 1,700 linear feet of the Quassaick Creek, starting approximately 450 feet downstream of the Holden Dam will be stabilized and restored. The purpose of this restoration is to mitigate storm surges and infrastructure damage by removing the Dam and restoring the Creek's natural floodplain.

iii) *Lake Street Complete Streets Study*

Orange County undertook a complete streets study, prepared by Alta Planning, of Lake Street from Washington Street to the City's municipal boundary with the Town of New Windsor. According to Smart Growth American, "Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, skateboarders, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle or skate to work."

The Complete Street recommendations for Lake Street considered the general character, current land uses, and future trends of the area surrounding the corridor (including the Lakeside Plaza shopping Center – see project iv. below). The Plan includes a road diet for Lake Street, reducing the number of travel lanes in order to provide sufficient space for bicycle and pedestrian facilities, stormwater management elements, and vegetation without hindering motorists' ability to move through the corridor.

The concept plan recommends formalizing the trail designated on the City's Future Land Use Plan (see Figure IV-1) by constructing a multi-use path around Muchattoes Lake and Lake Drive with future spur trails along Quassaick Creek. If implemented, these facilities would increase the number of recreational opportunities for both pedestrians and bicyclists as well as help connect residential areas to amenities and key destinations throughout the area.

A number of park enhancements are recommended in the area along the Quassaick Creek Trail and multi-use path to provide open space destinations for both bicyclists and pedestrians, alike. The Plan recommends that these parks include various amenities for visitors such as benches, trees, bike racks, water stations, and picnic tables.

Finally, crossing improvements should be included in the Lake Street Road Diet to enable bicyclists and pedestrians to easily and safely access amenities on both sides of the street. Recommended intersection crossing improvements are located at Washington Street/Lake Street and Lake Street/South William Street. A mid-block crossing along Lake Street at the Quassaick Creek is also proposed and seen as vital to the creation of a safe and connected trail along the creek.

The City strongly supports these recommendations and will work with Orange County on securing funding for implementation.

iv) *Lakeside Plaza Redevelopment/Muchattoes Lake Access Easements*

The Lakeside Plaza shopping center located on Lake Street, east of Muchattoes Lake has a number of vacant storefronts and is in need of redevelopment. The nearby properties that surround Muchattoes Lake contain a combination of residential and office/retail uses. This area's proximity to open space, the lake and nearby commercial areas makes it a prime location for mixed-use commercial and residential use. Muchattoes Lake is a manmade lake created by damming a portion of Quassaick Creek for mill use (Dickson Mill). To facilitate such redevelopment, as part of the 2015 City-wide rezoning, Lakeside Plaza and the commercial/office area located immediately to the north were rezoned from C-3 Planned Commercial to High Density Residential with a Neighborhood Commercial Overlay.

Future development along this property should be sensitive to the environment around the lake and should attempt to recapture green space by creating open space that exposes the lake for public use. Creating an easement buffer around the lake will help connect the lake to the Greenway Trail System along Quassaick Creek as well as to the Snake Hill Trail being developed by Scenic Hudson, enabling the lake to be linked to the surrounding Greenway Trail System.

b. *Sub-Area B – Inland Area (see Figure IV-3)*

i) *Broadway – Waterfront Link*

Broadway not only provides spectacular views to the Hudson River, it serves as the main east-west link from the inland areas to the waterfront. The City seeks to emphasize the importance of Broadway as a potential transit route, providing opportunities for bus rapid transit or trolley connections between Stewart International Airport and the Newburgh-Beacon ferry service. Ideas under consideration by the City include:

- Development of a series of landscaped open spaces including the “greening” of Broadway between Grand and Colden Streets.



FIGURE IV-3: PROPOSED PROJECTS: SUB-AREA B

- Incorporation of uniform signage and markers, street signs and street amenities along lower Broadway, and the creation of safe and attractive walkways between Broadway and the waterfront, to tie together the areas east and west of the railroad tracks.
- Reduction of vehicular traveling speeds on Rev. Dr. Martin Luther King Jr. Boulevard.
- Provision of sidewalks along Renwick Street, Washington Street, First Street and Third Street between Rev. Dr. Martin Luther King Jr. Boulevard and the waterfront.
- Provision of lights in the tunnels under the railroad tracks.

In addition, as vacant land in the LWRP area is redeveloped the need for parking will grow. Overflow parking for the waterfront should be encouraged in Sub-Area B – Inland Area and shuttles to the waterfront from inland parking areas on special event days, and others as needed, should be provided. Any parking located in Sub-Area B must be compatible with the East End Historic. Also, as the Broadway – Waterfront link is improved opportunities for safe pedestrian access to the waterfront from upland parking will be created.

ii) *Washington’s Headquarters Tower of Victory Restoration*

The City supports the restoration of the historic Tower of Victory at Washington’s Headquarters. Nearly 130 years have passed since builders completed the Tower of Victory at Washington’s Headquarters in 1887 to commemorate the peace following the end of the Revolutionary War. The state is moving forward with restoration to save the peace memorial that has been in a state of disrepair since its hurricane-damaged roof was removed in the 1950s. Just over \$1.6 million in public grants and private donations have been raised to support the restoration allowing the Palisades Interstate Park Commission to replace the roof - reopening to visitors the roof’s commanding views of the Hudson River. The City supports the restoration and ongoing maintenance of this important City asset.

iii) *Liberty Street Streetscape Improvements/City Sidewalk Standards*

The City has procured Community Development Block Grant (CDBG) Funding to undertake streetscape improvements to Liberty Street between Ann Street and Broadway. This key section of Liberty Street links the shops and galleries located to the south along Liberty Street to the Broadway Corridor. The improvements include the resurfacing of the existing roadway, traffic calming and pedestrian safety improvements, the addition of dedicated parking lanes on the east and west side of the street, a new sidewalk consisting of both pervious and impervious pavers, green infrastructure, and new street trees along the entire length of the corridor.

In addition, the City has adopted the design specifications employed in the Liberty Street streetscape improvements as universal “Sidewalk Standards” to be employed city-wide on all future streetscape and sidewalk projects. The City should seek funding for additional streetscape improvements throughout the LWRP area.

iv) The Foundry at Washington Park and Surrounding Area

The renovation of the Foundry building for residential development will result in the construction of approximately 100 new housing units. A total of 62 units were completed in the initial phases of renovation; an additional 48 units are expected to be completed during later phases. Development of this key site continues to be problematic; however, its successful completion remains imperative to the health of the community and the connection of the Washington Heights neighborhood to the waterfront. Likewise, the stabilization of this portion of Liberty Street will help connect the Washington Heights neighborhood with the lower portion of Liberty Street.

c. Sub-Area C – Waterfront Area (see Figure IV-4²)

i) Pier-Loun Condominium

Existing bulkhead and boating access structures should be maintained, repaired and replaced as needed to support existing boating facilities, avoid any adverse impacts on navigation, and maintain environmental quality in the HMA. Continued safe and unobstructed boating access to and from the HMA and Hudson River by residents should be maintained. Best management practices for property maintenance, including landscape maintenance with reduced amounts of nutrients, should be encouraged to reduce the potential for nonpoint source pollution to enter the HMA from the property.

ii) Newburgh Yacht Club

Existing breakwater and shore protection structures and marina facilities should be maintained, repaired and replaced as needed to support water-dependent uses, avoid any adverse impacts on navigation, and maintain environmental quality in the HMA. Establishment, implementation and updating as necessary of a marina plan for stormwater pollution prevention should be encouraged to manage, reduce or otherwise control stormwater runoff into the HMA. The stormwater plan should include the identification of potential pollution sources; procedures for stormwater monitoring; and measures and controls for reducing the potential for stormwater pollution, such as measures and controls to capture any pollutants associated with boat storage and maintenance operations.

² Sub-Area C projects xv. – xx. below are area-wide projects and have not been mapped on Figure IV-4.



FIGURE IV-4: PROPOSED PROJECTS: SUB-AREA C

iii) Regal Bag Building Adaptive Reuse

The Regal Bag Building is situated on a large 5.75-acre waterfront property with direct frontage along the Hudson River. As viewed from the river, the tallest portions of the main building are six stories high. The primary buildings were constructed in 1844 by the Newburgh Steam Mills, a cotton cloth mill. In the late 19th century, the building was converted by Caldwell Lawnmower Company to a lawnmower production factory.

The City's goal is to encourage adaptive reuse to restore this underutilized building with a variety of uses, including residential, commercial, and institutional uses. The City has adopted various tax abatements which are intended to encourage restoration of this type of building. The building is currently occupied with a mix of artist loft and gallery spaces, but additional opportunities for reuse exist.

iv) South Street Park

The City is seeking funding for its plans to construct South Street Park at the South Street right-of-way. The Park is envisioned as a neighborhood-oriented, waterfront City park which will provide opportunities for visual and physical access to the waterfront. Plans for the park have been developed in coordination with Scenic Hudson through a public planning process under the auspices of the CAC. The park includes an extension of the riverfront walkway, a viewing shelter and sitting area providing panoramic views of the Hudson River, a floating dock for car top or carried vessels and a robust landscaping program. Upon implementation of the plans for the South Street Park, the extension of the City right-of-way into the HMA should be maintained free of any encroachments, including private docks and other structures associated with properties adjoining the right-of-way.

v) Newburgh Landing Dock

The City has plans to expand and reconfigure the Newburgh Landing Dock, which was damaged in 2014 and has since been closed to the public. Improvements to commercial and recreational docking facilities, including potential extension of the public pier to accommodate more and larger vessels at the Landing, are being considered. However, such expansion should be based on historic usage of the dock and the anticipated demand by larger vessels. Any expansion should not unreasonably conflict with navigation and other beneficial uses of the HMA, and must be consistent with all applicable regulatory requirements.

Opportunities for permanent improvements to provide an extended berthing face to serve more and larger vessels than currently use the dock should be properly evaluated and pursued to the extent feasible, consistent with the riparian rights of the owners of adjoining properties. Use of the dock by excursion vessels and all other craft, including vessels participating in special events,

should be in accordance with all necessary advance approvals by the City to reduce potential conflicts for use of the dock and to otherwise ensure its continued beneficial use.

vi) *Front Street Improvements*

Front Street now provides direct access to recently developed businesses. At this time, Front Street extends only from South Street to just south of First Street. In the long term, the City hopes to extend Front Street to provide additional vehicular and pedestrian access to waterfront parcels to the south, toward River Street. As properties are redeveloped in this area, project plans should include provisions for the extension of Front Street. The City also intends to make necessary improvements to relieve traffic congestion and parking problems in this area.

vii) *Hudson Riverfront Walkway*

Currently, there is a walkway extending southward from the South Street terminus to 26 Front Street and from the Municipal Boat Launch south to Ward Brothers Memorial Rowing Park. From the Rowing Park, the walkway continues to the CSX underpass at Water Street and Renwick and continues on the sidewalk along the east side of the street south to Quassaick Creek. Conceptual plans propose to extend the walkway northward to connect to the Newburgh Beacon Bridge. Such a walkway will increase the public's access to a larger portion of the riverfront, as well as promote greater pedestrian movement to more shops and restaurants. The walkway should be maintained, repaired and enhanced as needed to provide continued opportunities for safe and enjoyable public use, including opportunities for scenic views of the HMA and pedestrian access to waterfront activity areas. Related opportunities for public access include establishment of launching and landing facilities for hand-carried vessels such as canoes or kayaks and provision of scenic overlook structures and other amenities.

Extension of the riverfront walkway should be conducted in coordination with any future redevelopment of affected properties and in a manner that avoids potential conflicts between pedestrian use of the waterfront and appropriate commercial water-dependent uses.

The expansion and enhancement of the Hudson River Walkway and Quassaick Creek Trail (see above) may be implemented in coordination with waterfront redevelopment to provide safe and enjoyable connections between waterfront activity areas and other parts of the city, including Downtown Newburgh. These projects may also be implemented in coordination with State and regional organizations such as Hudson River Valley Greenway, which has designated two existing trails in the City of Newburgh as greenway trails: The Frederick Douglass Trail and the Tale of Two Cities Trail. Hudson River Valley Greenway has also identified two potential greenway trails in the City: one running from the Ulster County line through Newburgh utilizing the proposed Quassaick

Creek Estuary Preserve and Trail and land made available through waterfront development; and a trail linking the Quassaick Creek Trail with Storm King State Park.

viii) Consolidated Iron and Metal Redevelopment Area

This City-owned seven (7)-acre property should be considered as an opportunity area for waterfront redevelopment with facilities and amenities for public access to the HMA. Any future redevelopment should be in accordance with a comprehensive development plan and include a substantial water-dependent component, as well as amenities for public access to the HMA, including construction of an extension of the riverfront walkway and provision of areas and facilities for: a) enjoyment of unobstructed scenic views; b) access for hand-carried vessels including rowing shells and kayaks; c) shore-based fishing; and d) special waterfront events. Construction of appropriate shore protection structures recognizing sea level rise and attendant storm surge events and treatments necessary to support public water-dependent uses should be encouraged and supported, including but not limited to vegetated slope stabilization measures.

ix) Newburgh-Beacon Ferry Terminal Relocation

Opportunities to enhance the ferry terminal should be evaluated, including opportunities for relocation of the terminal to another site adjoining the HMA in coordination with future waterfront redevelopment. In addition, future plans for the ferry terminal should consider a shared dock to accommodate the City's Fire Boat. Any proposals for enhancement and/or relocation of the ferry terminal should be designed to avoid or minimize any significant adverse impacts on navigation, coastal resources and upland areas adjoining the HMA. A suitable navigation channel for ferry operations should be maintained free of obstructions at all times between the ferry terminal and the federal navigation channel.

x) Gull Harbour

Any future development projects that may affect established boating facilities should not result in significant reduction of currently available recreational boating services. Existing shore protection structures and marina facilities should be maintained, repaired and replaced as needed to support water-dependent uses, avoid any adverse impacts on navigation and maintain environmental quality in the HMA. Continued safe and unobstructed navigation access to and from the HMA and Hudson River should be maintained.

Any plans for docks, floats, piers and other marina structures should be carefully planned and reviewed to avoid adverse impacts on coastal resources and conflicts with navigation and other beneficial uses of the HMA.

Any future redevelopment of the Full harbor property must include the preparation of a

Stormwater Pollution Prevention Plan (SWPPP) to manage, reduce or otherwise control stormwater runoff into the HMA. The stormwater plan should include the identification of potential pollution sources, procedures for stormwater monitoring and measures and controls for reducing the potential for stormwater pollution.

This property should be considered as an opportunity area for waterfront redevelopment with facilities and amenities for public access to the HMA. Any future redevelopment should be in accordance with a comprehensive development plan and include a substantial water-dependent component utilizing the property's historically available and readily available access to navigable water.

Opportunities for public access to be considered should include: a) construction of an extension of the City's riverfront walkway; b) construction of boating facilities to serve as attractions or destinations for visitors to the City, including such facilities as a public marina, excursion/cruise ship dock, docks for short-term use by visiting recreational boaters and facilities to provide access to and from any nearby mooring locations that may be established in the HMA; and c) provision of scenic overlook structures and other amenities.

xi) Newburgh Boat Launch Improvements

The Newburgh Boat Launch, located at the foot of Washington Street, is a safe public docking area for residents to launch their boats, canoes, and kayaks. There is also an area to sit and relax and observe the boating action on the Hudson River. The City intends to make improvements to better accommodate non-motorized watercraft (i.e. kayaks, canoes, etc.), including storage facilities and related equipment.

All available opportunities for enhancing the public water-access facilities and services available at the boat launching area should be properly evaluated and may be pursued to the extent feasible, including: a) relocation of trailered boat launching facilities to another site adjoining the HMA in coordination with future waterfront redevelopment; and b) development of a waterfront park to complement redevelopment of the former Consolidated Iron and Metal redevelopment area, including park facilities for rowing access, launching and landing of other hand-carried vessels and enhanced pedestrian connection to the Washington's Headquarters historic site. Any relocation of trailered boat launching facilities to another site adjoining the HMA should not result in any significant reduction of currently available boat launching opportunities.

xii) Water Pollution Control Plant

In addition to the City's newly constructed waterfront trail along the shoreline of the Water Pollution Control Plant, the City should consider additional opportunities, consistent with requirements for plant operation, maintenance and expansion, for water-dependent use of the

plant's shoreline to the extent feasible, including opportunities for: a) establishment of a vessel-waste pump-out station available for public use; b) provision of scenic overlook structures and other amenities for enjoyment of river views; and c) docking facilities for special purposes approved by the City and consistent with all other provisions of the HMP, including docking for aquaculture operations. The feasibility of the pump-out facility project will depend on the amount of reconstruction the bulkhead will require; the cost to man the pump-out station and security considerations. The impacts of sea level rise should be considered and long-term resiliency measures explored in all future planning decisions at the Plant.

xiii) *City Incinerator*

The City currently owns property that houses a former incinerator that has been closed since the early 1970s. The site is an opportunity area for development of a waterfront park providing opportunities for water-dependent recreational use, including visual and physical access to the HMA and special events that increase public use and enjoyment of the HMA and enhance the City's culture and quality of life. All available opportunities for reuse of the site to accommodate public access to the HMA should be properly evaluated and may be pursued to the extent feasible, including: a) establishment of launching facilities for trailered boats; b) establishment of facilities for launching and landing of hand-carried vessels; and c) provision of scenic overlook structures and other amenities for enjoyment of river views. Safe and efficient pedestrian linkages between any public water-access facilities that may be established on this site and other public waterfront areas and areas of the City should be provided.

xiv) *Steelways, Inc.*

Steelways, Inc. is a privately owned marine industrial property that is in need of redevelopment. The property is located to the east of the Washington Heights neighborhood, west of the Hudson River and north of Quassaick Creek. Views of the property are largely unobstructed along Bay View Terrace. The property owner has been exploring opportunities to redevelop the property for a water-dependent or water-enhanced use. In redeveloping this property, consideration must be given to ensure that it does not result in adverse environmental impacts to the Washington Heights neighborhood. Because of the industrial nature of the project site, it is possible that some level of contamination may exist on-site. The City would encourage Brownfields redevelopment, as the site's large size, existing piers and adjacency to the river make it a potential candidate for redevelopment. The Hudson River walkway could continue along this property, and the Quassaick Creek Trail could begin on this property at the Hudson River shoreline. Clearing and removing junk and debris starting with hazardous and unsafe materials from the lands adjacent to the future Quassaick Trail is needed.

The establishment, to the extent feasible, of appropriate buffers of vegetation to screen industrial uses and facilities from public recreation areas should be supported. Any plans for reconfiguration

or expansion of existing water access structures should be planned and reviewed to avoid adverse impacts on coastal resources and conflicts with navigation and other beneficial uses of the HMA.

Establishment, implementation, and updating as necessary of a site plan for stormwater pollution prevention should be encouraged and supported to manage, reduce or otherwise control stormwater runoff into the HMA. The stormwater plan should include the identification of potential pollution sources; procedures for stormwater monitoring; and measures and controls for reducing the potential for stormwater pollution.

Development of facilities for public access to the HMA in coordination with any future redevelopment of the site should be encouraged and supported to the extent such facilities do not unduly conflict with appropriate commercial water-dependent uses. Opportunities for public access to be considered should include: a) construction of an extension of the City's riverfront walkway; b) construction of boating facilities to serve as attractions or destinations for visitors to the City, including such facilities as a public marina, excursion/cruise ship dock, docks for short-term use by visiting recreational boaters and facilities to provide access to and from any nearby mooring locations that may be established in the HMA; and c) provision of scenic overlook structures and other amenities to enhance the enjoyment of river views.

xv) *Removal of Sunken Vessels and Debris and Assessment and Cleanup of Contaminated Properties*

Abandoned barges and other debris that litter Newburgh's shorefront are a navigational hazard and visual blight. The various logs, river debris and other materials that accumulate along the river banks impede the free and safe use of the harbor by the public. Children as well as adults use them as a fishing pier and diving platform, creating hazardous situations. The debris should be removed from the water by the adjacent property owners unless determined to have historic significance. The determination whether or not to remove sunken vessels will be coordinated with the interagency Ad Hoc Committee for Submerged Cultural Resources. This committee is comprised of the New York State Office of General Services; the State Office of Parks, Recreation and Historic Preservation; the New York State Museum; the New York State Department of Environmental Conservation and the Department of State, Coastal Resources. The City of Newburgh will coordinate with these groups during review of any plans that might potentially affect submerged cultural, historic or archeological resources.

However, a distinction should be made between abandoned vessels and other debris that impede navigation and visual quality along the Hudson River waterfront, and the shoreline structures that protect the shoreline from erosion and flooding. As discussed in a condition assessment of these shoreline structures (see Appendix B), most of the structures are in fair to good condition and do not require intervention to ensure that they function as intended. While some of these structures may be in need of minor repair, in general, removal of vegetation or established debris that is

protecting the shoreline should be undertaken with caution, as their removal could cause the structures to become unstable.

Environmental assessment and cleanup projects may include projects to address the extent to which properties potentially available for redevelopment, including redevelopment providing amenities for public access to the HMA, may be affected by any contamination that would affect redevelopment; projects to assess the type and extent of any contamination requiring remediation in upland areas and aquatic sediments; projects to identify appropriate remediation measures required for redevelopment and to avoid adverse impacts on the environmental quality of the HMA; and projects to implement those measures, including the development of remedial action plans.

xvi) *Shoreline Stabilization*

The City completed the construction of approximately 1,700 linear feet of bulkhead along Newburgh Landing and the two adjacent City-owned parcels, except for the area abutting Newburgh Landing Park. This stabilization will protect the City's investment in the river walkway. A condition assessment of Newburgh's shoreline stabilization structures conducted as part of this LWRP process indicated that most of the structures are in fair to good condition and do not require intervention to ensure adequate protection to the Hudson River shoreline. Some areas may be in need of further investigation or minor repair, but in general the shoreline structures are fulfilling their function of shoreline protection. In general, removal of vegetation or established debris should be undertaken with caution, as their removal could cause the structures to become unstable. See Appendix B for the full condition assessment. The City will continue to pursue private/public investment, as necessary, to protect the land area immediately adjacent to the river from erosion.

xvii) *Commercial Marina Facility Maintenance and Repair*

Existing shore protection structures and marina facilities should be maintained, repaired and replaced as needed to support water-dependent uses, avoid any adverse impacts on navigation, and maintain environmental quality in the HMA. Continued safe and unobstructed boating access to and from the HMA and Hudson River should be maintained.

Any future development projects that may affect established boating facilities should not result in significant reduction of currently available recreational boating services. Any plans for reconfiguration or expansion of existing docks, floats, piers and other marina structures should be carefully planned and reviewed to avoid adverse impacts on coastal resources and conflicts with navigation and other beneficial uses of the HMA.

Public and private projects to provide boat slips or docking space available on a short-term basis

should include an appropriate fee schedule for hourly and overnight use for recreational boaters who wish to visit waterfront attractions in the City. Projects may include the provision of water, electric, and pump-out service, restrooms, local transportation connections, showers, laundry facilities, wireless internet access and other amenities for visiting boaters.

xviii) *Harbor Administration Ordinances*

The City may investigate the future need and feasibility for adoption and enforcement, pursuant to Section 46-a of the Navigation Law, of a local ordinance to regulate the speed and operation of vessels in the HMA, including the mooring and anchoring of vessels, the use of vessels as sleeping quarters and the disposal of waste from vessels, to a distance of 1,500 feet from shore, provided that such ordinances do not affect the speed and operation of vessels operating in the Hudson River federal navigation project. In addition, the City may investigate the future need and feasibility for adoption and enforcement, pursuant to Article 42 of the Executive Law, of a local ordinance to regulate the construction, size and location of wharves, docks, moorings, piers, jetties, platforms, breakwaters or other structures, temporary or permanent, to a distance of 1,500 feet from the shore and to impose fees for reasonable expenses incurred by the City in carrying out this regulatory authority. Finally, the City may investigate the future need and feasibility of establishing a new Harbor Manager or Master office of the City, or assigning responsibility to an existing office or official, to oversee activities on, in and contiguous to the HMA, including scheduling and coordination for the use of City lands and facilities, assistance to other agencies and officials of the City as needed for implementing the LWRP and generally advancing the safe and efficient operation of the HMA.

The decision by the City whether to adopt any or all of the above-described ordinances will be based on a careful evaluation of existing and likely future conditions of the HMA, as well as budgetary and other logistical concerns. Such evaluation will involve discussion with appropriate City agencies, such as the police and fire departments, waterfront property owners and other stakeholders and other relevant parties.

xix) *Facilities for Trailered and Hand Carried Vessels*

Projects to provide opportunities for launching and retrieving trailered vessels in the HMA may include enhancing the existing launching facilities for recreational and emergency services purposes (see subsections j and t, above) or providing new facilities, including new ramp and parking areas to accommodate anticipated boat and trailer lengths and with floating docks aligned perpendicular to the shoreline to support boat launching and retrieval. Facilities for trailered vessels should be designed to safely support beneficial use in accordance with design guidance provided by States Organization of Boating Access (SOBA), American Society of Civil Engineers (ASCE) and other accredited organizations concerning the required ramp (the inclined paved surface that extends into the water), boarding float (providing pedestrian access to and from a

boat in the water), gangway (providing pedestrian access between the shore and boarding float), launching fairway (into which boats are launched and from which they are retrieved) and other project elements. Projects to provide new facilities should be designed with consideration to the site's upland and in-water characteristics including the capacity of access roads to accommodate anticipated use; available space for maneuvering and parking of vehicles and trailers; security requirements; shoreline conditions affecting the need for cuts or fills to create the ramp; and exposure to wind, waves, currents and the effects of passing boat wakes.

Projects to support the launching and landing of hand-carried and hand-powered vessels may include the development of handicapped-accessible areas and structures engineered to safely accommodate the needs associated with stepping into and sitting in open vessels such as canoes, and decked vessels such as kayaks, without the substantial infrastructure investments in docks, floats and piers required to accommodate larger vessels. Areas and structures for launching and landing canoes and kayaks should be designed to provide safe access with minimal environmental impacts in accordance with design guidance provided by SOBA, the National Park Service's Rivers and Trails Program and other accredited organizations.

d. Entire LWRP Area³

i) *Signs and Logo*

Newburgh has many resources to attract visitors: the extensive East End Historic District, spectacular views of the Hudson River, a scenic drive, Washington's Headquarters and an extensive waterfront with a boat launch and docks. There is need for an information program to direct visitors to these sights. Informational brochures, kiosks, signs and a waterfront logo could also be used to remind residents of Newburgh's assets and to foster a sense of pride in the community. The City will work with Orange County and regional tourism promotion groups to ensure that Newburgh's resources are advertised.

A wayfinding signage program should be developed as one means of linking the tourism destinations along Broadway and Liberty Street and other inland locations to the waterfront. In addition, to provide additional historic and cultural interest along the waterfront walkway, the City proposes to develop interpretive signage.

Permitting, size, placement and design guidelines should be developed for all business advertising signs within the LWRP area.

ii) *Educational Program*

³ These projects are area-wide and have not been mapped.

Awareness of Newburgh's historic, scenic and marine resources should begin with residents of the City and surrounding communities. Existing educational programs should be supported and new educational programs should be developed and incorporated into the City's recreational programs and offered to the schools. These should concentrate on activities that will bring children to the waterfront and adjacent historic district. Educational and cultural institutions, including the Newburgh Enlarged School District, Mount Saint Mary's College, Orange County Community College, Newburgh Preservation Association, the Sloop Clearwater, Scenic Hudson, Riverkeeper, NYSDEC, the Coast Guard, Washington's Headquarters, the Hudson River Interpretive Center and the Historical Society will be regularly communicated with concerning cooperative programs.

The City will continue to develop and encourage education and outreach projects to provide information on a variety of topics to City residents and visitors, including information on coastal resources and the values of those resources in the HMA; best management practices for stormwater management; public recreation facilities and opportunities; applicable laws, regulations, and ordinances for use of the HMA and waterfront; and opportunities for public involvement in matters pertaining to the HMA and implementation of the LWRP. Specific educational programs include preparation and distribution of informational materials, design and placement of interpretive signs and displays and organization of special water and waterfront events.

iii) *Waterfront and Water Trails*

Projects to establish waterfront trails may include projects to extend shared-use paths (including paved walkways and boardwalks) for walking, bicycling, jogging, wheelchair use, and other nonmotorized uses along the City's entire Hudson River and Quassaick Creek shoreline, to the extent they can be implemented in a safe and environmentally sound manner. Waterfront trails should be identified by signage and adequately separated from motorized vehicle traffic, and may be planned as elements of the Hudson River Valley Greenway Trail System. Trails should be designed to safely support beneficial use by the intended user groups (a minimum width of 10 feet is generally recommended) in accordance with design guidance provided by the American Association of State Highway and Transportation Officials (AASHTO) and other accredited organizations. Projects to establish waterfront trails may include trailside amenities such as benches, bicycle racks, and landscape ornamental features. Waterfront trails projects shall be implemented in coordination with waterfront redevelopment to provide safe and enjoyable connections between waterfront activity areas and other uptown areas of the City, including Downtown Newburgh.

Water trails projects may include the identification and mapping of a water trail system for hand-powered vessels such as kayaks and canoes that may be developed in coordination with other Hudson River towns as an element of the larger Hudson River Greenway Water Trail (HRGWT).

Such projects should be consistent with the goals of the HRGWT to provide access and take-out points along the river to allow kayakers and canoeists to experience the river's scenic, natural, historic and cultural resources, and should be planned to create an enjoyable and rewarding experience for recreational paddlers who start their excursions in Newburgh or stop in the City in the course of their journeys on the river. Water trails projects may be linked with and complement existing and future elements of the City's waterfront trails network. Projects may include the design and construction of interpretive displays at waterfront locations providing access to the HMA for hand-powered vessels and waterproof brochures/trail maps including historical and environmental information and descriptions of points of interest on the City's waterfront and along the water trails.

iv) *Water Quality Improvements*

The City will continue to support projects aimed at the continued improvement of water quality and the reduction of stormwater runoff (quantity) into the HMA in accordance with the City's CSO Long Term Control Plan. Such projects may involve measures to reduce point and nonpoint sources of pollution, including:

- Capital projects for continued separation of stormwater and sanitary sewers and upgrading municipal wastewater collection and treatment systems using best available technology, projected demand for wastewater treatment and community development goals and plans;
- Properly sized (for the anticipated use) vessel-waste pump-out and waste receptacle facilities to receive and contain sewage from marine sanitation devices and portable toilets on recreational and commercial vessels and properly dispose of that sewage into the City's wastewater collection and treatment system (with consideration given to self-operated or attended units, portable units or units for stationary installation, and reasonable fees for facility use);
- Water quality sampling and testing programs (using volunteers as appropriate to collect stormwater samples) to determine and document the correlation between precipitation and any increased levels of bacteria in the HMA and to provide information for planning the application of appropriate technologies, facilities, and best management practices to manage stormwater to reduce nonpoint source pollution;
- Public education and outreach programs to increase awareness of water quality issues and opportunities for addressing them, including opportunities for applying "green infrastructure" technologies and practices and Low Impact Development (LID) strategies to manage stormwater, reduce runoff and prevent pollution in the HMA;

- Site-specific to Citywide and regional projects to apply cost-effective and sustainable “green infrastructure” and LID technologies, strategies and best management practices, including: rain gardens and bio-retention areas to provide on-site retention and treatment of stormwater runoff; bioremediation to consume and break down environmental pollutants; vegetated (“green”) roofs to reduce stormwater runoff; redirection of downspouts from sewer inlets to permeable surfaces; vegetated swales with engineered soils to treat and attenuate stormwater runoff; constructed wetlands to achieve pollutant removal through settling and biological uptake; urban reforestation to provide permeable areas where stormwater can infiltrate along public right-of-ways; porous pavement areas allowing stormwater to infiltrate the subsoil; and buffer zones of natural or established vegetation to filter runoff that would otherwise directly enter the HMA; and
- Projects to establish structural stormwater treatment systems and technologies (in accordance with plans prepared by professional engineers licensed by the State of New York with experience in the design and construction of such systems and technology), including catch-basin screens and filters, swirl-type grit chambers, heavy media collectors and other commercially available stormwater control devices to remove pollutants from stormwater. (Such projects should be planned and implemented in coordination with projects to apply nonstructural “green infrastructure” and LID technologies.)

SECTION V: TECHNIQUES FOR LOCAL IMPLEMENTATION

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This section of the LWRP describes the techniques for local implementation of the City of Newburgh LWRP. It includes a discussion of existing local laws and regulations and how they relate to LWRP policies, as well as the management structures to implement the LWRP. No changes to any local laws or regulations are proposed in this LWRP.

1. EXISTING LAWS AND REGULATIONS¹

a. Adopt-A-Municipal Park, -Shoreline or -Roadway Program – Chapter 3

This chapter authorizes the City Manager to enter into adopt-a-municipal-park, -shoreline or -roadway agreements with such volunteers or groups as he/she may deem appropriate.

b. Building Construction – Chapter 122

This chapter provides the structure and procedures for the City of Newburgh Code Compliance Supervisor, responsible for administration and enforcement of all laws, ordinances, rules, regulations and orders applicable to the location, design, materials, construction, alteration, repair, equipment, maintenance, use, occupancy, removal and demolition of buildings and structures. The Code Compliance Supervisor may seek assistance from Health, Engineering and Public Works, Fire and Police Departments or officers and all other municipal officials as may be required for the inspection of premises within the scope of these standards and to the extent and limit determined by the City Manager.

c. Demolition of Buildings – Chapter 125

The general purpose of this chapter is to establish rules and regulations governing the demolition of buildings and accessory structures, to provide safety for employees engaged in demolition work, to safeguard the public in its use of sidewalks and roads adjoining the property on which the demolition is proceeding and to protect adjacent structures from damage resulting from the demolition work.

d. Docks and Waterways – Chapter 147

This chapter regulates uses and activities in, on and near City-owned docks and watercourses, including vehicle use, storage of materials, bathing and swimming, illicit discharges (i.e. refuse, sewage, putrescible matter), contamination of water supply, sinking of vessels and fishing. Violation of the rules and regulations of this chapter are punishable by a fine of not more than \$250 or by imprisonment for not more than 15 days, or both, on complaint of the Code Compliance Officer.

¹ Full text of all laws referenced herein may be found online at <http://ecode360.com/NE1082>.

e. Environmental Quality Review – Chapter 158

This chapter of the City Code implements the New York State Environmental Quality Review Act (SEQR). It establishes procedures necessary to assure full review of environmental impacts of proposed actions, improvements and developments within Newburgh.

f. Conservation – Chapter 159

This chapter recognizes that the preservation and improvement of the quality of the natural environment within the City are of vital importance to the health, welfare and economic well-being of present and future residents and require action by the City Council. The City recognizes its vulnerabilities to changing weather patterns and the need to take measures to both mitigate and adapt to them; the City also acknowledges that green infrastructure tempers warming, sequesters carbon and helps to absorb stormwater. Accordingly, this chapter is intended to achieve such a balance, permitting the beneficial use of natural resources while preventing: loss of living estuarine and riparian resources and wildlife; diminution of open space areas or public accesses to the waterfront; erosion of shoreline and stream banks; impairment of scenic beauty; losses due to flooding, erosion and sedimentation; encroachment on such other lands owned by the City that would negatively impact its drinking water sources; or permanent adverse changes to ecological systems.

Articles I and II of this chapter establish and empower the Conservation Advisory Council (CAC). The CAC is authorized to review materials and make recommendations to appropriate agencies regarding the development, management, and protection of the City's natural resources, designated in the Natural Resource Inventory, including, but not limited to, coastal resources, the City's drinking water sources, and City trees, as well as make recommendations on the consistency of actions proposed within the City's waterfront area according to LWRP policy standards and conditions.

Article III of this chapter establishes the City of Newburgh Waterfront Consistency Law. The purpose of this article is to provide a framework for agencies of the City of Newburgh to consider the policies and purposes contained in the LWRP when reviewing applications for actions or direct agency actions located within the LWRP area and to assure that such actions and direct actions are consistent with the LWRP policies and projects. This article establishes the rules and procedures for conducting coastal consistency and empowers the CAC to provide advisory consistency review recommendations to the agency approving the activity located within the LWRP area.

Article IV of this chapter promotes the protection, planting and preservation of trees within Newburgh. This article establishes rules and regulations pertaining to the planting of trees within public areas, the treatment of public trees, permits for removal of trees in historic districts, removal of dead or diseased trees, protected trees, and penalties for non-compliance with the article.

g. Flood Damage Prevention – Chapter 175

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- Regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- Control filling, grading, dredging and other development which may increase erosion or flood damages;
- Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands; and
- Qualify for and maintain participation in the National Flood Insurance Program.

h. Freshwater Wetlands – Chapter 178

This Chapter of the City Code regulates all activities subject to regulation under the New York State Freshwater Wetlands Act (Article 24 of the New York Environmental Conservation Law) as shown on the freshwater wetlands map, as amended, filed by the New York State Department of Conservation and in all areas adjacent to any such freshwater wetland up to 100 feet from the boundary of such wetland.

i. Parks and Recreation Areas — Chapter 220

This chapter provides rules and regulations related to hours of operation, allowed uses and activities, use of facilities, scheduling of activities and events, and permit and fee requirements for use of City park facilities (i.e. Newburgh Boat Launch) for all of the City's parks including all parks located within the LWRP area.

j. Water Pollution — Chapter 295

This chapter prohibits the pollution of waters of the City of Newburgh.

k. Zoning Regulations – Chapter 300

The City's Zoning Ordinance regulates how land can be used, and at what intensity and under what conditions development can occur. The City undertook a city-wide rezoning effort in 2015 to implement recommendations made in the City's Master Plan and Future Land Use Plan, including the creation of new

form-based districts for a portion of the LWRP area. This includes the creation of the form-based Planned Waterfront, Broadway Corridor, Downtown Neighborhood and, Waterfront Gateway Districts.

The form-based zoning districts seek to promote a more urban, walkable, and vibrant downtown by providing flexibility and variety with respect to uses within buildings, ensuring that new development is compatible with the existing urban fabric of downtown, and by providing guidelines for the redevelopment of the waterfront. The most prominent waterfront-related districts in the LWRP area are the WG and PWD zones. The WG zone seeks is to maximize the residential and commercial density of new development. New projects in this zone should capitalize on the dramatic views of the Hudson River Valley, while protecting the views of the river from upland areas. Maximum permitted height in this district is 8 stories/95 feet.

The PWD zone is intended to revitalize the waterfront and establish the City as a regional destination along the Hudson River. Within this district, water-dependent and water-enhanced uses are encouraged. A broad mix of uses, including housing, commercial, cultural, and open space uses are allowed. The physical form and orientation of buildings within the PWD should reflect the importance of the Hudson River to the successful redevelopment of the waterfront and should encourage activation of the waterfront through increased pedestrian utilization. Shopfront buildings and rowhouses, along with civic buildings, are permitted within this district. Parking lots, both structured and surface, should be primarily located adjacent to the railroad tracks. This allows parking to be screened from vantage points to the east and west. Maximum permitted heights in the PWD are 6 stories/65 feet. The PWD zone also requires that all lots having the Hudson River as part of its boundary provide both physical and visual public access to the waterfront

I. City of Newburgh Urban Renewal Plan

The Urban Renewal Plan was enacted in the 1960s to guide the redevelopment of urban renewal parcels. The Urban Renewal Plan is still utilized by the City to guide the disposition of former urban renewal parcels located within the LWRP area.

2. MANAGEMENT STRUCTURE NECESSARY TO IMPLEMENT THE LWRP

All State and Federal actions proposed within the City of Newburgh LWRP area will be reviewed in accordance with the guidelines established by the New York State Department of State. Locally, all municipal agencies will retain their current legislative and administrative responsibilities. However, when an action is proposed within the LWRP area, a consistency determination will be made prior to approving, funding or undertaking the action by the respective municipal agency to assure, to the maximum extent practicable, that the subject action is consistent with the policies and purposes of the LWRP. The City Council, Planning Board, Zoning Board, and any other municipal official empowered to make land and

water decisions will be the municipal entities making consistency determinations. These boards will make these decisions with the benefit of an advisory recommendation from the CAC for all proposals affecting the LWRP area (including the LWRP's HMP).

Responsibilities related to the LWRP are assigned as follows:

a. City Agencies and Authorities

The City's jurisdiction over the LWRP area is influenced by state legislation that requires, permits, or restricts the types of jurisdiction the City may carry out. Principal state authorizing laws influencing the City's harbor management jurisdiction are the Municipal Home Rule Law, the Navigation Law and the Waterfront Revitalization and Coastal Resources Act (Article 42 of the New York Executive Law).

The Municipal Home Rule Law provides basic authorizations, requirements and procedures whereby the City may adopt local laws that are not inconsistent with the State Constitution and with general laws enacted by the State Legislature. Local law power is also restricted where the proposed local law action has been pre-empted by the State. Section 46-a of the Navigation Law provides the City with authority to regulate certain activities on any waters within or bounding the City to a distance of 1,500 feet from the shore.

The Waterfront Revitalization and Coastal Resources Act authorizes the City to prepare, amend and implement its LWRP to guide coastal area use and resource conservation in a manner consistent with the State's coastal management policies. The Act also authorizes preparation and implementation of the City's Harbor Management Plan (HMP) as an essential element of the LWRP, and allows the City, in the course of implementing the HMP, to regulate certain activities on any waters within or bounding its jurisdiction to a distance of 1,500 feet from the shore.

The City Charter and Code of Ordinances (Code) establish the powers, duties and regulations that guide the functions and operation of City government. The Charter and Code include, in addition to their sections that set forth the authorities of relevant City agencies, sections that specifically apply to the HMA. The Charter defines the territorial boundaries of the City including the waters of the Hudson River extending to the centerline of the river. Within that jurisdiction, the City has established its Waterfront Area for the purpose of its LWRP. In addition, the LWRP defines the NHMA as that part of the Waterfront Area waterward of the mean high water (MHW) line in the Hudson River and Quassaick Creek and extending to the centerline of the Hudson River. The Waterfront Area is defined in Chapter 159 of the Code.

b. Administration of City Government

The two major components of the City's government are its legislative branch consisting of the City Council and its executive branch consisting of its various departments and agencies headed by the City Manager. The Council, comprised of the Mayor and six other members, is the legislative and policy-making body of the City, with the power, authority, and duty to make such local laws and adopt such resolutions as are deemed necessary for the conduct of the City's business. The Council also has final approval authority over the City's operating and capital projects budgets. The Council and Mayor provide leadership and direction for the City's waterfront revitalization and harbor management initiatives and help to set and advance the City's vision for use and conservation of its land and water resources. The City Council will be the entity responsible for adopting the LWRP and conducting the required New York State Environmental Quality Review Act (SEQRA) review.

As authorized by state statutes, the Council may adopt local laws to address navigation and other land and water-related activities in the LWRP area. All locally adopted laws must be filed with the New York Secretary of State. Any City law pertaining to navigation or boating safety must be approved by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP; see the later section on State Agencies and Authorities) in accordance with the state Navigation Law.

As authorized by Section 46-a of the Navigation Law, the Council may adopt local laws, rules, and regulations for:

- regulating and restricting the speed and operation of vessels within 1,500 feet from the shore;
- regulating and restricting the anchoring or mooring of vessels within 1,500 feet from the shore;
- regulating and restricting the anchoring or mooring of vessels used or occupied as living or sleeping quarters;
- restricting and regulating garbage removal from vessels; and
- designating and regulating the use of public anchorage areas.

While the Navigation Law does not grant to local governments the authority to regulate docks, piers, and other in-water structures below the MHW line, Article 42 of the Executive Law enables the City, and all other municipalities in the state preparing and implementing harbor management plans, to “adopt, amend and enforce local laws and ordinances... to regulate the construction, size and location of wharves, docks, moorings, piers, jetties, platforms, breakwaters or other structures...” in or above the water, as well as the use of surface waters and underwater lands, to a distance of 1,500 feet from the shore.

The City Manager, as the chief administrative and executive officer of the City, also provides leadership to advance the City's waterfront revitalization and harbor management initiatives. Among the City Manager's basic duties are to see that the laws of the state and the ordinances of the Council are enforced in the City; to appoint and remove the heads of departments and members of certain boards and commissions; and to exercise supervision and control over the administrative departments of the City.

c. City Boards, Commissions and Departments

In addition to the Mayor, City Council and City Manager, a number of other City agencies and officials have authorities directly or indirectly affecting the LWRP area.

The **Newburgh Conservation Advisory Council**, established by Chapter 159 of the Code (in 2013), is responsible for reviewing proposals affecting the LWRP Area for consistency with the LWRP (including the LWRP's HMP) and making advisory recommendations to the appropriate agencies. The **Planning Board** has the authority to conduct investigations and prepare maps, reports and recommendations relating to the planning and development of the City and reviews site plans for construction or reconstruction on all land parcels in the City. The **Zoning Board of Appeals** enforces the City's zoning laws, including those laws that affect waterfront use and development, and hears applications for variances to those laws. The **Parks and Recreation Commission** advises the City Council, City Manager and Recreation Department with respect to the maintenance of all City parks and recreational facilities, including the Newburgh Landing and Newburgh boat launch. The authorities of other boards and commissions, including the **Architectural Review Commission** and the **Arts and Cultural Commission**, may also affect the LWRP area to the extent those authorities influence waterfront conditions and uses.

City departments with authorities and responsibilities affecting the LWRP area include: the **Police Department** whose Marine Unit is responsible for law enforcement in the HMA, including enforcement of City ordinances and state boating laws, and also provides boating-related services ranging from emergency response to boater education; the **Fire Department** which has emergency response functions as well as responsibilities regarding fire prevention and preparedness in and around waterfront facilities; the **Department of Public Works** which is responsible for construction, development, and maintenance of certain physical properties of the City, including the City's public waterfront areas, and whose responsibilities for stormwater management and sanitary sewers, including supervision of the operation of the City's Water Pollution Control Plant, are particularly significant with regard to the LWRP area; the **Department of Planning and Development**, which provides technical assistance to the City Council, City Manager and the community at large on housing, community development, economic development, and land-use issues, administers federal and state grant programs, and is responsible for preparation of the City's Master Plan, approved by the City Council, which includes the City's major policies for land-use and future development, including policies for the beneficial use and conservation of the City's waterfront; the **Building/Code Enforcement Department** within which the City Code Compliance Supervisor is responsible for enforcing the provisions set forth in Chapter 122 of the Code; and the **City Historian's Office** interested in documenting and promoting the City's maritime history associated with the Hudson River.

d. Neighboring Towns

It is recognized by the City that actions originating in or involving the municipalities with jurisdictions adjoining the LWRP area, including the City of Beacon and the towns of Newburgh and New Windsor, can affect the LWRP area. In addition, actions originating in other towns located on the Hudson River and in the upstream watershed of the river may also affect the waterfront area.

e. County Departments and Agencies

County departments and agencies concerned with the LWRP area include the Orange and Dutchess County Sheriff's Departments, the Orange County Planning Department and the Orange County Tourism office. The two Sheriff's Departments carry out law enforcement responsibilities in the Hudson River, including enforcement of the state Navigation Law and any local laws pertaining to boating activity, within the jurisdictions of the two counties. The Sheriff's Departments share jurisdictional responsibility for marine law enforcement in the river with the City's Police Department, State Police and other state law enforcement agencies, including law enforcement divisions of the Department of Environmental Conservation (DEC) and the OPRHP.

The primary functions of the Orange County Planning Department are to plan for countywide development and to provide technical assistance to local governments in the county. In addition, any proposed action by the City to adopt or amend zoning regulations, approve site plans, issue special permits, or grant variances within 500 feet of its boundaries must be referred to the County Planning Department for recommendations prior to final action by the City.

The Orange County Tourism office provides visitors with information on waterfront activities, boat trips, and other attractions in the City and along the Hudson River.

f. Private Groups and Organizations

Several private groups and nongovernmental organizations also have significant interests concerning use of the LWRP area and protection of the environmental quality associated with it. These include not-for-profit groups and organizations such as Scenic Hudson, the Hudson River Sloop Clearwater, Inc., the Hudson River Valley National Heritage Area, Sustainable Hudson Valley, the Hudson River Foundation and the Hudson Riverkeeper Fund concerned with preserving and restoring the ecological, scenic, historic and recreational resources of the Hudson River.

Other interested organizations include the Orange County Land Trust which is working with governmental agencies and other not-for-profit groups to plan and establish a public park and trail system in the Quassaick Creek stream corridor; and Newburgh Rowing Club, which operates its programs from the City's Ward Brothers Memorial Rowing Park; and the Coast Guard Auxiliary based in Kingston, New York, a

voluntary organization that assists the U.S. Coast Guard with search and rescue efforts and with education for boating safety in this part of the Hudson River.

In addition, NY Waterways operates its ferry-rail link across the river between the City and Beacon, New York; the CSX Transportation company which carries freight on the West Shore rail line that generally follows the City's waterfront; the Newburgh Yacht Club which provides boating facilities for its members and guests; and the operators of water-dependent and water-enhanced businesses on the City's waterfront, including recreational marinas, excursion boats, marine-commercial facilities, and waterfront restaurants.

3. FINANCIAL RESOURCES NECESSARY TO IMPLEMENT THE LWRP

The implementation of the proposed projects identified in Section IV will require funding from a combination of public and private sources. These costs may include capital outlays and maintenance and operation costs. For many of the projects, costs are undetermined at this time. It is recognized that if the majority of the projects identified are implemented, they will be funded privately or supplemented by State and Federal funding. Where applicable, the City will work diligently to secure funding through grants available through State and Federal program funds, as well as other grants and in-kind assistance from governmental entities, elected representatives, quasi-governmental organizations and private entities, to support implementation of the identified LWRP projects.

Ongoing management of the LWRP will not require outside sources of funding. The City will include all necessary management costs in its regular municipal budget.

4. PROCEDURAL GUIDELINES FOR COORDINATING NYSDOS AND LWRP CONSISTENCY REVIEW OF FEDERAL AGENCY ACTIONS AND GUIDELINES FOR NOTIFICATION AND REVIEW OF STATE AGENCY ACTIONS WHERE LWRPS ARE IN EFFECT

Please refer to Appendix C for an outline of procedural guidelines for coordinating with NYSDOS and LWRP Consistency Review of federal agency action. Guideline for notification and review of state agency actions where LWRPs are in effect can also be found in Appendix D.

SECTION VI: STATE AND FEDERAL ACTIONS AND PROGRAMS LIKELY TO AFFECT IMPLEMENTATION

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State and Federal actions will affect and be affected by implementation of the LWRP. Under State law and the U.S. Coastal Zone Management Act, certain State and Federal actions within or affecting the local waterfront area must be "consistent" or "consistent to the maximum extent practicable" with the enforceable policies and purposes of the LWRP. This consistency requirement makes the LWRP a unique, intergovernmental mechanism for setting policy and making decisions and helps to prevent detrimental actions from occurring and future options from being needlessly foreclosed. At the same time, the active participation of State and Federal agencies is also likely to be necessary to implement specific provisions of the LWRP.

The following state and federal authorities are part of the institutional framework for local waterfront planning and harbor management that includes planning initiatives as well as regulatory requirements. The City anticipates that all of the involved governmental entities identified in this section will likely have continuing roles affecting Newburgh's waterfront area.

1. State and Federal Actions and Programs

The first part of this section identifies the actions and programs of State and Federal agencies which should be undertaken in a manner consistent with the LWRP. This is a generic list of actions and programs, as identified by the NYS Department of State; therefore, some of the actions and programs listed may not be relevant to this LWRP.

Pursuant to the State Waterfront Revitalization of Coastal Areas and Inland Waterways Act (Executive Law, Article 42), the Secretary of State individually and separately notifies affected State agencies of those agency actions and programs which are to be undertaken in a manner consistent with approved LWRPs. Similarly, Federal agency actions and programs subject to consistency requirements are identified in the manner prescribed by the U.S. Coastal Zone Management Act and its implementing regulations. The lists of State and Federal actions and programs included herein are informational only and do not represent or substitute for the required identification and notification procedures. The current official lists of actions subject to State and Federal consistency requirements may be obtained from the NYS Department of State.

The second part of this section is a more focused and descriptive list of State and Federal agency actions which are necessary for further implementation of the LWRP. It is recognized that a State or Federal agency's ability to undertake such actions is subject to a variety of factors and considerations; that the consistency provisions referred to above may not apply; and that the consistency requirements cannot be used to require a State or Federal agency to undertake an action it could not undertake pursuant to other provisions of law. Reference should be made to Sections IV and V, which also discuss State and Federal assistance needed to implement the LWRP.

a. State and Federal Actions and Programs Which Should be Undertaken in a Manner Consistent with the LWRP

i) State Agencies

OFFICE FOR THE AGING

- 1.00 Funding and/or approval programs for the establishment of new or expanded facilities providing various services for the elderly.

DEPARTMENT OF AGRICULTURE AND MARKETS

- 1.00 Agricultural Districts Program
- 2.00 Rural Development Program
- 3.00 Farm Worker Services Programs.
- 4.00 Permit and approval programs:
 - 4.01 Custom Slaughters/Processor Permit
 - 4.02 Processing Plant License
 - 4.03 Refrigerated Warehouse and/or Locker Plant License

DIVISION OF ALCOHOLIC BEVERAGE CONTROL/STATE LIQUOR AUTHORITY

- 1.00 Permit and Approval Programs:
 - 1.01 Ball Park - Stadium License
 - 1.02 Bottle Club License
 - 1.03 Bottling Permits
 - 1.04 Brewer's Licenses and Permits
 - 1.05 Brewer's Retail Beer License
 - 1.06 Catering Establishment Liquor License
 - 1.07 Cider Producer's and Wholesaler's Licenses
 - 1.08 Club Beer, Liquor, and Wine Licenses
 - 1.09 Distiller's Licenses
 - 1.10 Drug Store, Eating Place, and Grocery Store Beer Licenses
 - 1.11 Farm Winery and Winery Licenses
 - 1.12 Hotel Beer, Wine, and Liquor Licenses
 - 1.13 Industrial Alcohol Manufacturer's Permits
 - 1.14 Liquor Store License
 - 1.15 On-Premises Liquor Licenses
 - 1.16 Plenary Permit (Miscellaneous-Annual)
 - 1.17 Summer Beer and Liquor Licenses
 - 1.18 Tavern/Restaurant and Restaurant Wine Licenses
 - 1.19 Vessel Beer and Liquor Licenses
 - 1.20 Warehouse Permit

- 1.21 Wine Store License
- 1.22 Winter Beer and Liquor Licenses
- 1.23 Wholesale Beer, Wine, and Liquor Licenses

DIVISION OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES

- 1.00 Facilities, construction, rehabilitation, expansion, or demolition or the funding of such activities.
- 2.00 Permit and approval programs:
 - 2.01 Certificate of approval (Substance Abuse Services Program)
- 3.00 Permit and approval:
 - 3.01 Letter Approval for Certificate of Need
 - 3.02 Operating Certificate (Alcoholism Facility)
 - 3.03 Operating Certificate (Community Residence)
 - 3.04 Operating Certificate (Outpatient Facility)
 - 3.05 Operating Certificate (Sobering-Up Station)

COUNCIL ON THE ARTS

- 1.00 Facilities construction, rehabilitation, expansion, or demolition or the funding of such activities.
- 2.00 Architecture and environmental arts program.

DEPARTMENT OF BANKING

- 1.00 Permit and approval programs:
 - 1.01 Authorization Certificate (Bank Branch)
 - 1.02 Authorization Certificate (Bank Change of Location)
 - 1.03 Authorization Certificate (Bank Charter)
 - 1.04 Authorization Certificate (Credit Union Change of Location)
 - 1.05 Authorization Certificate (Credit Union Charter)
 - 1.06 Authorization Certificate (Credit Union Station)
 - 1.07 Authorization Certificate (Foreign Banking Corporation Change of Location)
 - 1.08 Authorization Certificate (Foreign Banking Corporation Public Accommodations Office)
 - 1.09 Authorization Certificate (Investment Company Branch)
 - 1.10 Authorization Certificate (Investment Company Change of Location)
 - 1.11 Authorization Certificate (Investment Company Charter)
 - 1.12 Authorization Certificate (Licensed Lender Change of Location)
 - 1.13 Authorization Certificate (Mutual Trust Company Charter)
 - 1.14 Authorization Certificate (Private Banker Charter)

- 1.15 Authorization Certificate (Public Accommodation Office - Banks)
- 1.16 Authorization Certificate (Safe Deposit Company Branch)
- 1.17 Authorization Certificate (Safe Deposit Company Change of Location)
- 1.18 Authorization Certificate (Safe Deposit Company Charter)
- 1.19 Authorization Certificate (Savings Bank Charter)
- 1.20 Authorization Certificate (Savings Bank De Novo Branch Office)
- 1.21 Authorization Certificate (Savings Bank Public Accommodations Office)
- 1.22 Authorization Certificate (Savings and Loan Association Branch)
- 1.23 Authorization Certificate (Savings and Loan Association Change of Location)
- 1.24 Authorization Certificate (Savings and Loan Association Charter)
- 1.25 Authorization Certificate (Subsidiary Trust Company Charter)
- 1.26 Authorization Certificate (Trust Company Branch)
- 1.27 Authorization Certificate (Trust Company-Change of Location)
- 1.28 Authorization Certificate (Trust Company Charter)
- 1.29 Authorization Certificate (Trust Company Public Accommodations Office)
- 1.30 Authorization to Establish a Life Insurance Agency
- 1.31 License as a Licensed Lender
- 1.32 License for a Foreign Banking Corporation Branch

NEW YORK STATE BRIDGE AUTHORITY (Regional Agency)

- 1.00 Acquisition, disposition, lease, grant of easement and other activities related to the management of land under the jurisdiction of the Authority.
- 2.00 Facilities construction, rehabilitation, expansion or demolition.

OFFICE OF CHILDREN AND FAMILY SERVICES

- 1.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities.
- 2.00 Homeless Housing and Assistance Program.
- 3.00 Permit and approval programs:
 - 3.01 Certificate of Incorporation (Adult Residential Care Facilities)
 - 3.02 Operating Certificate (Children's Services)
 - 3.03 Operating Certificate (Enriched Housing Program)
 - 3.04 Operating Certificate (Home for Adults)

- 3.05 Operating Certificate (Proprietary Home)
- 3.06 Operating Certificate (Public Home)
- 3.07 Operating Certificate (Special Care Home)
- 3.08 Permit to Operate a Day Care Center

DEPARTMENT OF CORRECTIONAL SERVICES

- 1.00 Facilities construction, rehabilitation, expansion, or demolition or the funding of such activities.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

- 1.00 Financing of higher education and health care facilities.
- 2.00 Planning and design services assistance program.

EDUCATION DEPARTMENT

- 1.00 Facilities construction, rehabilitation, expansion, demolition or the funding of such activities.
- 2.00 Permit and approval programs:
 - 2.01 Certification of Incorporation (Regents Charter)
 - 2.02 Private Business School Registration
 - 2.03 Private School License
 - 2.04 Registered Manufacturer of Drugs and/or Devices
 - 2.05 Registered Pharmacy Certificate
 - 2.06 Registered Wholesale of Drugs and/or Devices
 - 2.07 Registered Wholesaler-Repacker of Drugs and/or Devices
 - 2.08 Storekeeper's Certificate

EMPIRE STATE DEVELOPMENT CORPORATION

- 1.00 Preparation or revision of statewide or specific plans to address State economic development needs
- 2.00 Allocation of the state tax-free bonding reserve

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

- 1.00 Issuance of revenue bonds to finance pollution abatement modifications in power-generation facilities and various energy projects

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

- 1.00 Acquisition, disposition, lease, grant of easement and other activities related to the management of lands under the jurisdiction of the Department
- 2.00 Classification of Waters Program; classification of land areas under the Clean Air Act

- 3.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities
- 4.00 Financial assistance/grant programs:
 - 4.01 Capital projects for limiting air pollution
 - 4.02 Cleanup of toxic waste dumps
 - 4.03 Flood control, beach erosion and other water resource projects
 - 4.04 Operating aid to municipal wastewater treatment facilities
 - 4.05 Resource recovery and solid waste management capital projects
 - 4.06 Wastewater treatment facilities
- 5.00 Funding assistance for issuance of permits and other regulatory activities (New York City only)
- 6.00 Implementation of the Environmental Quality Bond Act of 1972, including:
 - (a) Water Quality Improvement Projects
 - (b) Land Preservation and Improvement Projects including Wetland Preservation and Restoration Projects, Unique Area Preservation Projects, Metropolitan Parks Projects, Open Space Preservation Projects and Waterways Projects
- 7.00 Marine Finfish and Shellfish Programs
- 8.00 New York Harbor Drift Removal Project.
- 9.00 Permit and approval programs:

Air Resources

- 9.01 Certificate of Approval for Air Pollution Episode Action Plan
- 9.02 Certificate of Compliance for Tax Relief - Air Pollution Control Facility
- 9.03 Certificate to Operate: Stationary Combustion Installation; Incinerator; Process, Exhaust or Ventilation System
- 9.04 Permit for Burial of Radioactive Material
- 9.05 Permit for Discharge of Radioactive Material to Sanitary Sewer
- 9.06 Permit for Restricted Burning
- 9.07 Permit to Construct: a Stationary Combustion Installation; Incinerator; Indirect Source of Air Contamination; Process, Exhaust or Ventilation System

Construction Management

- 9.08 Approval of Plans and Specifications for Wastewater Treatment Facilities

Fish and Wildlife

- 9.09 Certificate to Possess and Sell Hatchery Trout in New York State
- 9.10 Commercial Inland Fisheries Licenses
- 9.11 Fishing Preserve License
- 9.12 Fur Breeder's License
- 9.13 Game Dealer's License
- 9.14 Licenses to Breed Domestic Game Animals
- 9.15 License to Possess and Sell Live Game
- 9.16 Permit to Import, Transport and/or Export under Section 184.1 (11-0511)
- 9.17 Permit to Raise and Sell Trout
- 9.18 Private Bass Hatchery Permit
- 9.19 Shooting Preserve Licenses
- 9.20 Taxidermy License
- 9.21 Permit - Article 15, (Protection of Water) - Dredge or Deposit Material in a Waterway
- 9.22 Permit - Article 15, (Protection of Water) - Stream Bed or Bank Disturbances
- 9.23 Permit - Article 24, (Freshwater Wetlands)

Hazardous Substances

- 9.24 Permit to Use Chemicals for the Control or Elimination of Aquatic Insects
- 9.25 Permit to Use Chemicals for the Control or Elimination of Aquatic Vegetation
- 9.26 Permit to Use Chemicals for the Control or Extermination of Undesirable Fish

Lands and Forest

- 9.27 Certificate of Environmental Safety (Liquid Natural Gas and Liquid Petroleum Gas)
- 9.28 Floating Object Permit
- 9.29 Marine Regatta Permit
- 9.30 Navigation Aid Permit

Marine Resources

- 9.31 Digger's Permit (Shellfish)
- 9.32 License of Menhaden Fishing Vessel
- 9.33 License for Non-Resident Food Fishing Vessel
- 9.34 Non-Resident Lobster Permit
- 9.35 Marine Hatchery and/or Off-Bottom Culture Shellfish Permits

- 9.36 Permits to Take Blue-Claw Crabs
- 9.37 Permit to Use Pond or Trap Net
- 9.38 Resident Commercial Lobster Permit
- 9.39 Shellfish Bed Permit
- 9.40 Shellfish Shipper's Permits
- 9.41 Special Permit to Take Surf Clams from Waters other than the Atlantic Ocean
- 9.42 Permit - Article 25, (Tidal Wetlands)

Mineral Resources

- 9.43 Mining Permit
- 9.44 Permit to Plug and Abandon (a non-commercial, oil, gas or solution mining well)
- 9.45 Underground Storage Permit (Gas)
- 9.46 Well Drilling Permit (Oil, Gas, and Solution Salt Mining)

Solid Wastes

- 9.47 Permit to Construct and/or Operate a Solid Waste Management Facility
- 9.48 Septic Tank Cleaner and Industrial Waste Collector Permit

Water Resources

- 9.49 Approval of Plans for Wastewater Disposal Systems
- 9.50 Certificate of Approval of Realty Subdivision Plans
- 9.51 Certificate of Compliance (Industrial Wastewater Treatment Facility)
- 9.52 Letters of Certification for Major Onshore Petroleum Facility Oil Spill Prevention and Control Plan
- 9.53 Permit - Article 36, (Construction in Flood Hazard Areas)
- 9.54 Permit for State Agency Activities for Development in Coastal Erosion Hazards Areas
- 9.55 State Pollutant Discharge Elimination System (SPDES) Permit
- 9.56 Approval -Drainage Improvement District
- 9.57 Approval - Water (Diversion for) Power
- 9.58 Approval of Well System and Permit to Operate
- 9.59 Permit - Article 15, (Protection of Water) - Dam
- 9.60 Permit - Article 15, Title 15 (Water Supply)
- 9.61 River Improvement District Approvals
- 9.62 River Regulatory District Approvals
- 9.63 Well Drilling Certificate of Registration
- 9.64 401 Water Quality Certification

- 10.00 Preparation and revision of Air Pollution State Implementation Plan
- 11.00 Preparation and revision of Continuous Executive Program Plan
- 12.00 Preparation and revision of Statewide Environmental Plan
- 13.00 Protection of Natural and Man-made Beauty Program
- 14.00 Urban Fisheries Program
- 15.00 Urban Forestry Program
- 16.00 Urban Wildlife Program

ENVIRONMENTAL FACILITIES CORPORATION

- 1.00 Financing program for pollution control facilities for industrial firms and small businesses

FACILITIES DEVELOPMENT CORPORATION

- 1.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities

OFFICE OF GENERAL SERVICES

- 1.00 Administration of the Public Lands Law for acquisition and disposition of State lands, including grants of land and grants of easement of land under water, including for residential docks over 4,000 square feet and all commercial docks, issuance of licenses for removal of materials from lands under water and oil and gas leases for exploration and development
- 2.00 Administration of Article 4-B, Public Buildings Law, in regard to the protection and management of State historic and cultural properties and State uses of buildings of historic, architectural or cultural significance
- 3.00 Facilities construction, rehabilitation, expansion or demolition
- 4.00 Administration of Article 5, Section 233, Sub 5 of the Education Law on removal of archaeological and paleontological objects under State water bodies
- 5.00 Administration of Article 3, Section 32 of the Navigation law regarding location of structures in or on navigable waters

GREENWAY HERITAGE CONSERVANCY FOR THE HUDSON RIVER VALLEY (Regional Agency)

- 1.00 Acquisition, disposition, lease, grant of easement and other activities related to the management of lands under the jurisdiction of the Conservancy
- 2.00 Financial assistance/grant programs
- 3.00 Model Greenway Program

4.00 Greenway Trail Activities

DEPARTMENT OF HEALTH

- 1.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities.
- 2.00 Permit and approval programs:
 - 2.01 Approval of Completed Works for Public Water Supply Improvements
 - 2.02 Approval of Plans for Public Water Supply Improvements.
 - 2.03 Certificate of Need (Health Related Facility - except Hospitals)
 - 2.04 Certificate of Need (Hospitals)
 - 2.05 Operating Certificate (Diagnostic and Treatment Center)
 - 2.06 Operating Certificate (Health Related Facility)
 - 2.07 Operating Certificate (Hospice)
 - 2.08 Operating Certificate (Hospital)
 - 2.09 Operating Certificate (Nursing Home)
 - 2.10 Permit to Operate a Children's Overnight or Day Camp
 - 2.11 Permit to Operate a Migrant Labor Camp
 - 2.12 Permit to Operate as a Retail Frozen Dessert Manufacturer
 - 2.13 Permit to Operate a Service Food Establishment
 - 2.14 Permit to Operate a Temporary Residence/Mass Gathering
 - 2.15 Permit to Operate or Maintain a Swimming Pool or Public Bathing Beach
 - 2.16 Permit to Operate Sanitary Facilities for Realty Subdivisions
 - 2.17 Shared Health Facility Registration Certificate

DIVISION OF HOUSING AND COMMUNITY RENEWAL AND ITS SUBSIDIARIES AND AFFILIATES

- 1.00 Facilities construction, rehabilitation, expansion, or demolition.
- 2.00 Financial assistance/grant programs:
 - 2.01 Federal Housing Assistance Payments Programs (Section 8 Programs)
 - 2.02 Housing Development Fund Programs
 - 2.03 Neighborhood Preservation Companies Program
 - 2.04 Public Housing Programs
 - 2.05 Rural Initiatives Grant Program
 - 2.06 Rural Preservation Companies Program
 - 2.07 Rural Rental Assistance Program
 - 2.08 Special Needs Demonstration Projects
 - 2.09 Urban Initiatives Grant Program

- 2.10 Urban Renewal Programs
- 3.00 Preparation and implementation of plans to address housing and community renewal needs.

HOUSING FINANCE AGENCY

- 1.00 Funding programs for the construction, rehabilitation or expansion of facilities.
- 2.00 Affordable Housing Corporation

HUDSON RIVER VALLEY GREENWAY COMMUNITIES COUNCIL (Regional Agency)

- 1.00 Greenway Planning and Review
- 2.00 Greenway Compact Activities
- 3.00 Financial Assistance/Grants Program
- 4.00 Greenway Trail Activities

JOB DEVELOPMENT AUTHORITY

- 1.00 Financing assistance programs for commercial and industrial facilities

MEDICAL CARE FACILITIES FINANCING AGENCY

- 1.00 Financing of medical care facilities

OFFICE OF MENTAL HEALTH

- 1.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities
- 2.00 Permit and approval programs:
 - 2.01 Operating Certificate (Community Residence)
 - 2.02 Operating Certificate (Family Care Homes)
 - 2.03 Operating Certificate (Inpatient Facility)
 - 2.04 Operating Certificate (Outpatient Facility)

OFFICE OF MENTAL RETARDATION AND DEVELOPMENT DISABILITIES

- 1.00 Facilities construction, rehabilitation, expansion, or demolition or the funding of such activities
- 2.00 Permit and approval programs:
 - 2.01 Establishment and Construction Prior Approval
 - 2.02 Operating Certificate Community Residence
 - 2.03 Outpatient Facility Operating Certificate

METROPOLITAN TRANSPORTATION AUTHORITY (Regional Agency)

- 1.00 Facilities construction, rehabilitation, expansion or demolition or the

- funding of such activities
- 2.00 Increases in special fares for transportation services to public water-related recreation resources

DIVISION OF MILITARY AND NAVAL AFFAIRS

- 1.00 Preparation and implementation of the State Disaster Preparedness Plan

NATURAL HERITAGE TRUST

- 1.00 Funding program for natural heritage institutions

OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION (including Regional State Park Commission)

- 1.00 Acquisition, disposition, lease, grant of easement or other activities related to the management of land under the jurisdiction of the Office
- 2.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities
- 3.00 Funding program for recreational boating, safety and enforcement
- 4.00 Funding program for State and local historic preservation projects
- 5.00 Land and Water Conservation Fund programs
- 6.00 Nomination of properties to the Federal and/or State Register of Historic Places
- 7.00 Permit and approval programs:
 - 7.01 Floating Objects Permit
 - 7.02 Marine Regatta Permit
 - 7.03 Navigation Aide Permit
 - 7.04 Posting of Signs Outside State Parks
- 8.00 Preparation and revision of the Statewide Comprehensive Outdoor Recreation Plan, the Statewide Comprehensive Historic Preservation Plan and other plans for public access, recreation, historic preservation or related purposes
- 9.00 Recreation services program
- 10.00 Urban Cultural Parks Program

POWER AUTHORITY OF THE STATE OF NEW YORK

- 1.00 Acquisition, disposition, lease, grant of easement and other activities related to the management of land under the jurisdiction of the Authority
- 2.00 Facilities construction, rehabilitation, expansion or demolition

NEW YORK STATE SCIENCE AND TECHNOLOGY FOUNDATION

- 1.00 Corporation for Innovation Development Program
- 2.00 Center for Advanced Technology Program

DEPARTMENT OF STATE

- 1.00 Appalachian Regional Development Program
- 2.00 Coastal Management Program
- 3.00 Community Services Block Grant Program
- 4.00 Permit and approval programs:
 - 4.01 Billiard Room License
 - 4.02 Cemetery Operator
 - 4.03 Uniform Fire Prevention and Building Code

STATE UNIVERSITY CONSTRUCTION FUND

- 1.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities

STATE UNIVERSITY OF NEW YORK

- 1.00 Acquisition, disposition, lease, grant of easement and other activities related to the management of land under the jurisdiction of the University
- 2.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities

OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE

- 1.00 Facilities construction, rehabilitation, expansion or demolition or the funding of such activities
- 2.00 Homeless Housing and Assistance Program
- 3.00 Permit and approval programs:
 - 3.01 Certificate of Incorporation (Adult Residential Care Facilities)
 - 3.02 Operating Certificate (Children's Services)
 - 3.03 Operating Certificate (Enriched Housing Program)
 - 3.04 Operating Certificate (Home for Adults)
 - 3.05 Operating Certificate (Proprietary Home)
 - 3.06 Operating Certificate (Public Home)
 - 3.07 Operating Certificate (Special Care Home)
 - 3.08 Permit to Operate a Day Care Center

THRUWAY AUTHORITY /CANAL CORPORATION/CANAL RECREATIONWAY

COMMISSION (Regional Agency)

- 1.00 Acquisition, disposition, lease, grant of easement and other activities related to the management of land and other resources under the jurisdiction of the Thruway Authority, Canal Corporation and Canal Recreationway Commission
- 2.00 Facilities construction, rehabilitation, expansion, or demolition
- 3.00 Permit and approval programs:
 - 3.01 Advertising Device Permit
 - 3.02 Approval to Transport Radioactive Waste
 - 3.03 Occupancy Permit
 - 3.04 Permits for use of Canal System lands and waters
- 4.00 Statewide Canal Recreationway Plan

DEPARTMENT OF TRANSPORTATION

- 1.00 Acquisition, disposition, lease, grant of easement and other activities related to the management of land under the jurisdiction of the Department.
- 2.00 Construction, rehabilitation, expansion, or demolition of facilities, including but not limited to:
 - (a) Highways and parkways
 - (b) Bridges on the State highways system
 - (c) Highway and parkway maintenance facilities
 - (d) Rail facilities
- 3.00 Financial assistance/grant programs:
 - 3.01 Funding programs for construction/reconstruction and reconditioning/preservation of municipal streets and highways (excluding routine maintenance and minor rehabilitation)
 - 3.02 Funding programs for development of the ports of Albany, Buffalo, Oswego, Ogdensburg and New York
 - 3.03 Funding programs for rehabilitation and replacement of municipal bridges
 - 3.04 Subsidies program for marginal branchlines abandoned by CSX
 - 3.05 Subsidies program for passenger rail service
- 4.00 Permits and approval programs:
 - 4.01 Approval of applications for airport improvements (construction projects)
 - 4.02 Approval of municipal applications for Section 18 Rural and Small Urban Transit Assistance Grants (construction projects)

- 4.03 Approval of municipal or regional transportation authority applications for funds for design, construction and rehabilitation of omnibus maintenance and storage facilities
- 4.04 Approval of municipal or regional transportation authority applications for funds for design and construction of rapid transit facilities
- 4.05 Certificate of Convenience and Necessity to Operate a Railroad
- 4.06 Highway Work Permits
- 4.07 License to Operate Major Petroleum Facilities
- 4.08 Outdoor Advertising Permit (for off-premises advertising signs adjacent to interstate and primary highway)
- 4.09 Real Property Division Permit for Use of State-Owned Property
- 5.00 Preparation or revision of the Statewide Master Plan for Transportation and sub-area or special plans and studies related to the transportation needs of the State.
- 6.00 Water Operation and Maintenance Program--Activities related to the containment of petroleum spills and development of an emergency oil-spill control network.

URBAN DEVELOPMENT CORPORATION and its subsidiaries and affiliates

- 1.00 Acquisition, disposition, lease, grant of easement or other activities related to the management of land under the jurisdiction of the Corporation.
- 2.00 Planning, development, financing, construction, major renovation or expansion of commercial, industrial, and civic facilities and the provision of technical assistance or financing for such activities, including, but not limited to, actions under its discretionary economic development programs such as the following:
 - (a) Tax-Exempt Financing Program
 - (b) Lease Collateral Program
 - (c) Lease Financial Program
 - (d) Targeted Investment Program
 - (e) Industrial Buildings Recycling Program
- 3.00 Administration of special projects.
- 4.00 Administration of State-funded capital grant programs.

DIVISION OF YOUTH

- 1.00 Facilities construction, rehabilitation, expansion, or demolition or the funding or approval of such activities.

ii) Federal Agencies

DIRECT FEDERAL ACTIVITIES AND DEVELOPMENT PROJECTS

DEPARTMENT OF COMMERCE

National Marine Fisheries Services

- 1.00 Fisheries Management Plans

DEPARTMENT OF DEFENSE

Army Corps of Engineers

- 1.00 Proposed authorizations for dredging, channel improvements, breakwaters, other navigational works, or erosion control structures, beach replenishment, dams or flood control works, ice management practices and activities, and other projects with potential to impact coastal lands and waters.
- 2.00 Land acquisition for spoil disposal or other purposes.
- 3.00 Selection of open water disposal sites.

Army, Navy and Air Force

- 4.00 Location, design, and acquisition of new or expanded defense installations (active or reserve status, including associated housing, transportation or other facilities).
- 5.00 Plans, procedures and facilities for landing or storage use zones.
- 6.00 Establishment of impact, compatibility or restricted use zones.

DEPARTMENT OF ENERGY

- 1.00 Prohibition orders.

GENERAL SERVICES ADMINISTRATION

- 1.00 Acquisition, location and design of proposed Federal Government property or buildings, whether leased or owned by the Federal Government.
- 2.00 Disposition of Federal surplus lands and structures.

DEPARTMENT OF INTERIOR

Fish and Wildlife Service

- 1.00 Management of National Wildlife refuges and proposed acquisitions.

Mineral Management Service

- 2.00 OCS lease sale activities including tract selection, lease sale stipulations, etc.

National Park Service

- 3.00 National Park and Seashore management and proposed acquisitions.

DEPARTMENT OF TRANSPORTATION

Amtrak, CSX

- 1.00 Expansions, curtailments, new construction, upgrading or abandonments or railroad facilities or services, in or affecting the State's coastal area.

Coast Guard

- 2.00 Location and design, construction or enlargement of Coast Guard stations, bases, and lighthouses.
- 3.00 Location, placement or removal of navigation devices which are not part of the routine operations under the Aids to Navigation Program (ATON).
- 4.00 Expansion, abandonment, designation or anchorages, lightening areas or shipping lanes and ice management practices and activities.

Federal Aviation Administration

- 5.00 Location and design, construction, maintenance, and demolition of Federal aids to air navigation.

Federal Highway Administration

- 6.00 Highway construction.

St. Lawrence Seaway Development Corporation

- 7.00 Acquisition, location, design, improvement and construction of new and existing facilities for the operation of the Seaway, including traffic safety, traffic control and length of navigation season.

FEDERAL LICENSES AND PERMITS

DEPARTMENT OF DEFENSE

Army Corps of Engineers

- 1.00 Construction of dams, dikes or ditches across navigable waters, or obstruction or alteration of navigable waters required under Sections 9 and 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401, 403).
- 2.00 Establishment of harbor lines pursuant to Section 11 of the Rivers and Harbors Act of 1899 (33 U.S.C. 404, 405).
- 3.00 Occupation of seawall, bulkhead, jetty, dike, levee, wharf, pier, or other work built by the U.S. pursuant to Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408).
- 4.00 Approval of plans for improvements made at private expense under USACOE supervision pursuant to the Rivers and Harbors Act of 1902 (33 U.S.C. 565).
- 5.00 Disposal of dredged spoils into the waters of the U.S., pursuant to the Clean Water Act, Section 404, (33 U.S.C. 1344).
- 6.00 All actions for which permits are required pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 7.00 Construction of artificial islands and fixed structures in Long Island Sound pursuant to Section 4(f) of the River and Harbors Act of 1912 (33 U.S.C.).

DEPARTMENT OF ENERGY

Economic Regulatory Commission

- 1.00 Regulation of gas pipelines, and licensing of import or export of natural gas pursuant to the Natural Gas Act (15 U.S.C. 717) and the Energy Reorganization Act of 1974.
- 2.00 Exemptions from prohibition orders.

Federal Energy Regulatory Commission

- 3.00 Licenses for non-Federal hydroelectric projects and primary transmission lines under Sections 3(11), 4(e) and 15 of the Federal Power Act (16 U.S.C. 796(11), 797(11) and 808).
- 4.00 Orders for interconnection of electric transmission facilities under Section 202(b) of the Federal Power Act (15 U.S.C. 824a(b)).
- 5.00 Certificates for the construction and operation of interstate natural gas pipeline facilities, including both pipelines and terminal facilities under Section 7(c) of the Natural Gas Act (15 U.S.C. 717f(c)).
- 6.00 Permission and approval for the abandonment of natural gas pipeline facilities under Section 7(b) of the Natural Gas Act (15 U.S.C. 717f(b)).

ENVIRONMENTAL PROTECTION AGENCY

- 1.00 NPDES permits and other permits for Federal installations, discharges in contiguous zones and ocean waters, sludge runoff and aquaculture permits pursuant to Section 401, 402, 403, 405, and 318 of the Federal Water Pollution Control Act of 1972 (33 U.S.C. 1341, 1342, 1343, and 1328).
- 2.00 Permits pursuant to the Resources Recovery and Conservation Act of 1976.
- 3.00 Permits pursuant to the underground injection control program under Section 1424 of the Safe Water Drinking Water Act (42 U.S.C. 300h-c).
- 4.00 Permits pursuant to the Clean Air Act of 1976 (42 U.S.C. 1857).

DEPARTMENT OF INTERIOR

Fish and Wildlife Services

- 1.00 Endangered species permits pursuant to the Endangered Species Act (16 U.S.C. 153(a)).

Mineral Management Service

- 2.00 Permits to drill, rights of use and easements for construction and maintenance of pipelines, gathering and flow lines and associated structures pursuant to 43 U.S.C. 1334, exploration and development plans, and any other permits or authorizations granted for activities described in detail in OCS exploration, development, and production plans.
- 3.00 Permits required for pipelines crossing federal lands, including OCS lands, and associated activities pursuant to the OCS Lands Act (43 U.S.C. 1334) and 43 U.S.C. 931 (c) and 20 U.S.C. 185.

NUCLEAR REGULATORY COMMISSION

- 1.00 Licensing and certification of the siting, construction and operation of nuclear power plans pursuant to Atomic Energy Act of 1954, Title II of the Energy Reorganization Act of 1974 and the National Environmental Policy Act of 1969.

SURFACE TRANSPORTATION BOARD

- 1.00 Authority to abandon railway lines (to the extent that the abandonment involves removal of trackage and disposition of right-of-way); authority to construct railroads; authority to construct coal slurry pipelines.

DEPARTMENT OF TRANSPORTATION

Coast Guard

- 1.00 Construction or modification of bridges, causeways or pipelines over navigable waters pursuant to 49 U.S.C. 1455.
- 2.00 Permits for Deepwater Ports pursuant to the Deepwater Ports Act of 1974 (33 U.S.C. 1501).

Federal Aviation Administration

- 3.00 Permits and licenses for construction, operation or alteration of airports.

FEDERAL ASSISTANCE*

DEPARTMENT OF AGRICULTURE

- 10.068 Rural Clean Water Program
- 10.409 Irrigation, Drainage, and Other Soil and Water Conservation Loans
- 10.410 Low to Moderate Income Housing Loans
- 10.411 Rural Housing Site Loans
- 10.413 Recreation Facility Loans
- 10.414 Resource Conservation and Development Loans
- 10.415 Rural Renting Housing Loans
- 10.416 Soil and Water Loans
- 10.418 Water and Waste Disposal Systems for Rural Communities
- 10.422 Business and Industrial Loans
- 10.424 Industrial Development Grants
- 10.426 Area Development Assistance Planning Grants
- 10.429 Above Moderate Income Housing Loans
- 10.430 Energy Impacted Area Development Assistance Program
- 10.901 Resource Conservation and Development
- 10.902 Soil and Water Conservation
- 10.904 Watershed Protection and Flood Prevention
- 10.906 River Basin Surveys and Investigations

DEPARTMENT OF COMMERCE

- 11.300 Economic Development - Grants and Loans for Public Works and Development Facilities
- 11.301 Economic Development - Business Development Assistance
- 11.302 Economic Development - Support for Planning

Local	Organizations	
	11.304	Economic Development - State and Economic Development Planning
	11.305	Economic Development - State and Local Economic Development Planning
	11.307	Special Economic Development and Adjustment Assistance Program – Long Term Economic Deterioration
	11.308	Grants to States for Supplemental and Basic Funding of Titles I, II, III, IV, and V Activities
	11.405	Anadromous and Great Lakes Fisheries Conservation
	11.407	Commercial Fisheries Research and Development
	11.417	Sea Grant Support
	11.427	Fisheries Development and Utilization - Research and Demonstration Grants and Cooperative Agreements Program
	11.501	Development and Promotion of Ports and Intermodal Transportation
	11.509	Development and Promotion of Domestic Waterborne Transport Systems
	COMMUNITY SERVICES ADMINISTRATION	
	49.002	Community Action
	49.011	Community Economic Development
	49.013	State Economic Opportunity Offices
	49.017	Rural Development Loan Fund
	49.018	Housing and Community Development (Rural Housing)
	ENVIRONMENTAL PROTECTION AGENCY	
	66.001	Air Pollution Control Program Grants
	66.418	Construction Grants for Wastewater Treatment Works
	66.426	Water Pollution Control - State and Areawide Water Quality Management Planning Agency
	66.451	Solid and Hazardous Waste Management Program Support Grants
	66.452	Solid Waste Management Demonstration Grants
	66.600	Environmental Protection Consolidated Grants Program Support Comprehensive Environmental Response, Compensation and Liability (Super Fund)

GENERAL SERVICES ADMINISTRATION

39.002 Disposal of Federal Surplus Real Property

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

14.112 Mortgage Insurance -
Construction or Substantial Rehabilitation of Condominium
Projects

14.115 Mortgage Insurance -
Development of Sales Type Cooperative Projects

14.117 Mortgage Insurance - Homes

14.124 Mortgage Insurance - Investor
Sponsored Cooperative Housing

14.125 Mortgage Insurance - Land
Development and New Communities

14.126 Mortgage Insurance -
Management Type Cooperative Projects

14.127 Mortgage Insurance - Mobile Home Parks

14.218 Community Development Block Grants/Entitlement

Grants

14.219 Community Development Block
Grants/Small Cities Program

14.221 Urban Development Action Grants

14.223 Indian Community Development Block Grant Program

DEPARTMENT OF INTERIOR

15.400 Outdoor Recreation -
Acquisition, Development and Planning

15.402 Outdoor Recreation - Technical Assistance

15.403 Disposal of Federal Surplus Real
Property for Parks, Recreation, and Historic Monuments

15.411 Historic Preservation Grants-in-Aid

15.417 Urban Park and Recreation Recovery Program

15.600 Anadromous Fish
Conservation

15.605 Fish Restoration

15.611 Wildlife Restoration

15.613 Marine Mammal Grant Program

15.802 Minerals Discovery Loan Program

15.950 National Water Research and Development Program

15.951 Water Resources Research and
Technology - Assistance to State Institutes

15.952 Water Research and
Technology - Matching Funds to State Institutes

SMALL BUSINESS ADMINISTRATION

59.012 Small Business Loans
59.013 State and Local Development Company Loans
59.024 Water Pollution Control Loans
59.025 Air Pollution Control Loans
59.031 Small Business Pollution Control Financing Guarantee

DEPARTMENT OF TRANSPORTATION

20.102 Airport Development Aid Program
20.103 Airport Planning Grant Program
20.205 Highway Research, Planning, and Construction
20.309 Railroad Rehabilitation and Improvement - Guarantee
of Obligations
20.310 Railroad Rehabilitation and Improvement - Redeemable
Preference Shares
20.506 Urban Mass Transportation Demonstration Grants
20.509 Public Transportation for Rural and Small Urban Areas

GENERAL SERVICES ADMINISTRATION

39.002 Disposal of Federal Surplus Real Property

* Numbers refer to the Catalog of Federal Domestic Assistance Programs, 1980 and its two subsequent updates.

2. State and Federal Actions and Programs Necessary to Further the LWRP

a. State Actions and Programs

OFFICE OF GENERAL SERVICES

- Prior to any development occurring in the water or on the immediate waterfront, OGS should be consulted for a determination of the State's interest in underwater or formerly underwater lands and for authorization to use and occupy these lands.

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

- Planning, development, construction, or expansion of recreational facilities/projects located on the waterfront.
- Provision of funding for capital projects under the Clean Water/Clean Air Bond Act.
- Review of actions within National Register Districts pursuant to SEQR.

OFFICE OF PARKS, RECREATION, AND HISTORIC PRESERVATION

- Planning, development, construction, major renovation or expansion of recreational facilities or the provision of funding for such facilities.
- Provision of funding for State and local activities from the Land and Water Conservation Fund.
- Planning, development, implementation or the provision of funding for recreation services programs.
- Funding or partial funding of eligible activities through the Environmental Protection Fund (EPF) administered by the OPRHP – including the acquisition, development and improvement of parks and historic properties.
- Provision of funding for State and local historic preservation activities.
- Review of Type I actions within the National Historic Districts.
- Certification of properties within the National Register Districts.
- Nomination to State and Federal Register of Historic Places of structures and districts making them eligible for funding and tax incentives.

DEPARTMENT OF STATE

- Provision of funding for implementation of an approved LWRP
- Funding or partial funding of eligible activities through the Environmental Protection Fund (EPF) administered by the DOS.

COUNCIL ON THE ARTS

- Assistance from the Architecture and Environmental Arts program for a harborfront plan.

DEPARTMENT OF TRANSPORTATION

- Assistance for street repairs through the Consolidated Highway Improvements Program.

b. Federal Actions and Programs

DEPARTMENT OF DEFENSE

Corps of Engineers

A U.S. Army Corps of Engineers permit would be required for the following activities:

- Dredging and shoreline stabilization
- Repair or installation of boat ramps

- Installation of piers and marina-related facilities

ENVIRONMENTAL PROTECTION AGENCY

1. Review of any proposed action within a National Register District pursuant to NEPA

DEPARTMENT OF THE INTERIOR

National Park Service

2. Provision of funding under the Land and Water Conservation Fund Program.

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SECTION VII: CONSULTATION WITH OTHER AFFECTED FEDERAL, STATE, REGIONAL AND LOCAL AGENCIES

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During preparation of the LWRP, the following agencies were consulted for agency- or department specific information necessary to accurately prepare the LWRP.

1. FEDERAL CONSULTATION

No direct federal consultation has taken place at this time.

2. STATE CONSULTATION

The following State agencies were contacted during the preparation of the LWRP:

- Department of Environmental Conservation - Information was requested concerning the classification of the Quassaick Creek and the status of SPEDES permit for discharges into the creek.
- Office of General Services - Maps were requested showing ownership of lands under water along the Newburgh waterfront.
- Department of State – Division of Coastal Resources - Input was requested regarding the structure and organization of the LWRP.

3. REGIONAL CONSULTATION

- Orange County Department of Planning

4. LOCAL CONSULTATION

- City of Newburgh City Council
- City of Newburgh City Manager
- City of Newburgh Planning Board
- City of Newburgh Zoning Board
- City of Newburgh Department of Planning and Development
- City of Newburgh Recreation Department
- City of Newburgh Conservation Advisory Council

Local consultation has consisted of numerous meetings with the Conservation Advisory Council (see Section VIII), which was formed to prepare Newburgh's LWRP. The seven-member committee is authorized to review and make recommendations to appropriate agencies regarding the consistency of proposed actions with the policy standards of the LWRP. City of Newburgh staff were also consulted. The Newburgh City Council was also briefed during the development of the LWRP.

SECTION VIII: OBTAINING LOCAL COMMITMENT

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1. PUBLIC OUTREACH

This Local Waterfront Revitalization Program (LWRP) was prepared in partnership with the New York State Department of State (DOS) and in accordance with regulations established by the DOS. The DOS initiated a review of the Draft LWRP by potentially affected State, Federal and local agencies to identify, and avoid, conflicts with existing projects, programs and policies.

In addition, the City undertook efforts to gain public input and comment on the LWRP. In conjunction with BFJ Planning, the CAC (formerly the WAC) hosted four public workshops – one in 2007, two in 2008 and one in 2016. The workshops in 2007 and 2008 provided an overview of the LWRP program and update process, a summary of existing conditions, input on proposed LWRP projects, and sought the Community's input on the overall vision and proposed projects for Newburgh's LWRP area. The fourth workshop, held on September 28, 2016 presented an overview of the LWRP process, an update of existing conditions and a proposed projects since 2007.

2. LWRP PROCESS

The City of Newburgh appointed the Waterfront Advisory Committee (now the CAC) to prepare its first draft LWRP. Members of the CAC represented the main community sectors interested in the coastal area, namely commercial marine interests, real estate agents and developers, historic preservationists, and general businessmen. City agencies represented on the CAC were the Recreation Department, the Fire Department, and the Office of Economic Development. The Planning Board Chairman, the Chairman of the Zoning Board of Appeals, and a City Councilmember were also members.

The WAC met with the City Manager and with the Mayor and City Council on several occasions to discuss the direction of the LWRP. The City also hosted a meeting for Hudson River municipalities which was conducted by Scenic Hudson. The meeting addressed the assessment of visual impacts of proposed development projects.

The WAC met regularly, including on the following dates:

- May 20, 1987
- July 13, 1987
- October 6, 1987
- November 9, 1987
- February 29, 1988
- March 14, 1988
- April 11, 1988
- May 16, 1988
- November 9, 1988

- May 4, 1989

A draft LWRP was prepared in 1992 and adopted by the City of Newburgh. In 1999, because of redevelopment initiatives, the City determined it was timely to revise and update its locally adopted LWRP. This update was prepared by staff from several City departments and reflected current land uses, economic, natural, infrastructure and community service policies as they related to the City's local waterfront revitalization area. The revised LWRP was adopted by the City Council and approved by the State in 2001.

In 2007, again because of redevelopment initiatives, the City determined it was appropriate to update its LWRP as well as prepare a HMP. The 2007 LWRP updated existing conditions within the LWRP area to reflect changes experienced in the area since 2001, with the following objectives:

- Preserving open space and increasing public access to the waterfront
- Linking of the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area
- Addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront
- Identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation
- Preparation of a Harbor Management Plan, as set forth in 19 NYCRR Part 603 and further described in guidelines prepared by the Department of State

The WAC met regularly throughout 2007 and into 2008 to prepare the amendments to the 2001 LWRP. The Committee met with the Director of Planning and Development and with members of department staff, as well as with the City's LWRP and HMP consultants, on numerous occasions to discuss the direction of the LWRP and HMP; all of these meetings were open to the public. The City also hosted a public workshop on September 19, 2007 to present the preliminary sections of the amended LWRP. The City hosted two additional public workshops on May 3 and May 6, 2008 to present the draft LWRP to the public. The City's LWRP consultants also met extensively with City staff.

The CAC met regularly, including the following dates:

- April 18, 2007
- May 9, 2007
- May 23, 2007
- June 13, 2007
- August 15, 2007
- September 19, 2007 (Public Workshop)
- October 17, 2007

- November 28, 2007
- December 5, 2007
- January 16, 2008
- May 3, 2008 (Public Workshop)
- May 6, 2008 (Public Workshop)

In 2013, the City updated the City Code to establish a CAC (Chapter 159) to replace and fulfill the duties of the WAC. In 2014, the CAC, in coordination with City staff and the City's LWRP consultant's, made additional edits and revisions to the LWRP. Finally, in 2016, the City convened a working group, consisting of the CAC, a member of the City Council, Planning Board, Zoning Board and City staff to complete the LWRP. With assistance from the City's planning consultant, BFJ Planning, the LWRP working group met on June 15, 2016, July, 27, 2016 and December 15, 2016. The working group also held a public workshop on September 28, 2016 to review changes to existing conditions and updates to proposed projects.

Appendix A

LWRP Glossary

GLOSSARY OF LOCAL WATERFRONT REVITALIZATION PROGRAM (LWRP) TERMS¹

Abandoned Vessel: Any vessel not moored, anchored, or made fast to the shore, and left unattended for a period greater than 24 hours; also, any vessel left upon private property without consent from the waterfront property owner for a period greater than 24 hours.

Accessory Marine Uses: Facilities or services associated with a marina and/or boatyard and including, but not limited to: fuel supply; boating equipment sales and rental; bait and tackle sale; provision of potable water; prepared food and groceries; marine supplies; disposal of marine wastes; parking for vehicles; and administration of marina and/or boatyard functions.

Accretion: The addition of new land to the shoreline through the action of natural forces depositing waterborne or airborne material or by reason of an act of man such as the accretion formed as a result of groin or breakwater construction, or beach fill deposited by mechanical means; also defined as the process of gradual and imperceptible addition to riparian land made by the water to which the land is contiguous.

Active Recreational Uses: Recreational uses generally requiring facilities and organization for participation and/or having a more significant impact on the natural environment than passive recreational uses.

Aids to Navigation: Generally, all markers, including buoys, beacons, or other fixed objects on land or in the water, placed for the purpose of marking obstructions to navigation or to direct navigation through safe channels; defined in the state Navigation Law as buoys, beacons or other fixed objects in the water which are used to mark obstructions to navigation or to direct navigation through safe channels. Aids to navigation include: a) federal aids placed and maintained by the U.S. Coast Guard; and b) "private" aids placed and maintained by all other government and private interests.

Anchorage: A non-channel water area specifically designated for the safe anchoring of vessels.

Anchoring: To secure a vessel temporarily to the bottom of a waterbody by employing an anchor which is removed from the bottom every time the vessel is underway.

Aquaculture: Cultivation or propagation of water-dwelling organisms, including finfish and shellfish.

Aquatic Environment: Waters of the United States, including wetlands that serve as habitat for interrelated, interacting communities and populations of plants and animals.

Aquifer: An underground geological formation, or group of formations, containing usable amounts of groundwater and capable of yielding considerable quantities of water to wells and springs.

Avulsion: The loss of lands, such as those bordering on the seashore, by sudden or violent action of the elements, perceptible while in progress.

A-Zone: That portion of the coastal floodplain, as marked on maps prepared by the Federal Emergency Management Agency, likely to be inundated by the one-percent ("100-year") flood and not subject to wave action.

¹ The definitions included in the glossary are for the purpose of the Newburgh Local Waterfront Revitalization Program. The meaning and use of the included terms may differ in State and federal laws and regulations.

Bathymetry: The measurement of depths of water in oceans, seas, and lakes; also information derived from such measurements.

Beach: The zone of unconsolidated material, including a foreshore and backshore that extends landward from the low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves). The seaward limit of a beach is the mean low water line.

Beach Nourishment: Natural or artificial placement of material, usually sand and sometimes including suitable dredged material, on or near a beach for the purpose of expanding an existing beach or replenishing an eroding beach.

Benthic: That portion of the marine environment inhabited by marine organisms that live permanently in or on the bottom of the sea.

Benthos: All marine plant and animal organisms living on or in the bottom of the sea.

Berth: An in-water area typically defined by floating walkways and finger floats, the purpose of which is to provide wet storage space for a vessel.

Best Management Practices (BMPs): Regulatory, structural, or nonstructural techniques applied to prevent and reduce non-point source pollution. Some examples of BMPs are buffers of streamside vegetation to keep pollutants from entering a watercourse; improved management of livestock areas to reduce polluted runoff; construction of wetlands to act as natural filters; and better maintenance of lawns and septic systems.

Bioaccumulation: The uptake of substances (metals, for example) leading to elevated concentrations of those substances within plant or animal tissue.

Bioassay: A test whereby living organisms are used to measure the effect of a substance, factor, or condition through comparison of “before and after” data; determination of the concentration of a substance in the tissues of an organ or organism in this manner is often used to test the toxicity of sediments and water that may be contaminated with toxic substances.

Biochemical Oxygen Demand (BOD): A measure of the demand on a water body's dissolved oxygen supply that will be generated, over a specified time period, by the biological decomposition of organic material.

Bioconcentration: The concentration of contaminants by an aquatic organism through its digestive tract or gill tissues.

Biotic Community: A naturally occurring assemblage of plants and animals that live in the same environment and are mutually sustaining and interdependent.

Boat Basin: A naturally or artificially enclosed or nearly enclosed harbor area for small craft.

Boatyard: A water dependent facility, the main function of which is the repair and servicing of vessels and related services, and generally including facilities for on-land boat storage. Boatyard facilities are often operated in conjunction with marina facilities.

Breakwater: A structure protecting a shore area, harbor, anchorage or boat basin from waves; defined in the state Navigation Law as a structure located within the shoreline of a body of water for the purpose of providing protection from wind and wave action.

Bulkhead: A vertical wall of wood, steel, or concrete built parallel to the shoreline; designed to control erosion and deflect waves; and which may also function as a retaining wall for fill material placed behind it.

Buoy: A float; especially a floating object moored to the bottom of a waterbody to mark a channel, mooring location, restricted speed area, or the location of something beneath the surface of the water such as a rock or shoal.

Carrying Capacity: A term generally used to refer to the level of use or extent of modification that environmental or man-made resources may bear without the occurrence of unacceptable resource deterioration or degradation.

Channel: A natural or maintained (dredged) waterway shown on navigation charts and marked in-water by aids to navigation, specifically designated for unobstructed movement of vessels, including federal navigation channels maintained by the U.S. Army Corps of Engineers (USACE).

Clean Vessel Act: Federal legislation intended to reduce overboard discharge of sewage from recreational boats and providing funds for the construction, renovation, operation, and maintenance of vessel waste pump-out stations for holding tanks and dump stations for portable toilets.

Clean Vessel Act Program: New York's program to implement the goals of the Clean Vessel Act and through which federal funds for the purpose of the Act are distributed.

Coastal Area: The area defined by the State of New York in Article 42 of the New York Executive Law within which the provisions of local waterfront revitalization programs apply, and including coastal waters of the State of New York and the adjacent shorelands, to the extent such coastal waters and adjacent lands are strongly influenced by each other.

Coastal Resources: Natural and man-made resources within the coastal area of the State of New York, including, but not limited to, coastal waters, underwater lands, wetlands, estuaries, intertidal flats, fish and wildlife habitat areas, beaches, developed shorelines and historic/archaeologic sites.

Coliform Bacteria: Widely distributed microorganisms found in the intestinal tracts of humans and other warm-blooded animals and used as an indicator of the sanitary quality of water.

Combined Sewer Overflows (CSOs): Discharges from a sewerage system that carries both sanitary sewage and stormwater runoff. Normally, combined sewers carry all wastewater to a treatment facility. During storm events, however, stormwater volume may be so great as to cause overflows. When this happens, untreated mixtures of stormwater and sanitary sewage may flow into receiving waters.

Commerce Power: The federal authority, established by the commerce clause of the U.S. Constitution, whereby the Congress has exclusive powers over interstate commerce and therefore jurisdiction over all navigable waters of the United States.

Commercial Mooring: A mooring defined by the USACE for which any type of fee is charged (excepting any fee charged by a municipality for a locally-issued mooring permit) and which must be authorized by a permit from the USACE. Commercial moorings include moorings offered by marinas for transient or seasonal rental, and moorings controlled by private clubs if the annual membership fee enables use of a club-controlled mooring.

Commercial Vessel: Any vessel, licensed or unlicensed, used or engaged for any type of commercial venture, including but not limited to the carrying of cargo and/or passengers for hire and commercial fishing.

Comprehensive Harbor Management Plan: A plan, defined in Article 42 of the New York Executive Law, to address the problems of conflict, congestion, and competition for space in the use of harbors, surface waters, and underwater lands of the state within a city, town, or village or abounding a city, town, or village to a distance of 1,500 feet from shore. A harbor management plan must consider regional needs and, where applicable, must consider the competing needs of commercial shipping and recreational boating, commercial and recreational fishing and shellfishing, aquaculture and waste management, mineral extraction, dredging, public access, recreation, habitat and other natural resource protection, water quality, open space, and aesthetic values, and common law riparian or littoral rights and the public interest in such lands underwater.

Confined Disposal Facility: A diked area, either in-water or upland, used to contain dredged material. The terms confined disposal facility, dredged material containment area, diked disposal facility and confined disposal area are used interchangeably.

Contaminant: A chemical or biological substance in a form that can be incorporated into, onto or be ingested by and that harms aquatic organisms, consumers of aquatic organisms, or users of the aquatic environment. A contaminant that causes actual harm is sometimes referred to as a pollutant. (See Pollutant.)

Controlling Depth: The least depth in the navigable parts of a waterway, governing the maximum draft of vessels that can safely use that waterway.

Corps of Engineers (USACE): The U.S. Army Corps of Engineers which is one of the principal federal agencies with responsibilities and authorities affecting the Newburgh Harbor Management Area, including authority to regulate structures and work seaward of the mean high water line as well as responsibility to maintain federal navigation and shore protection projects.

Cultural Resources: Natural and man-made resources related to open space, natural beauty, scientific study, outdoor education, archaeological and historic sites and recreation.

Cumulative Impacts: The impacts on environmental or man-made resources that result from the incremental impact of an action when added to other past, present and reasonably foreseeable actions. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

Dissolved Oxygen (DO): The oxygen, vital to fish and other aquatic life, freely available in water. Traditionally, the level of dissolved oxygen has been accepted as the single most important indicator of a water body's ability to support beneficial aquatic life. Secondary and advanced waste treatment processes are generally designed to protect DO in waste-receiving waters.

Dock: A structure that can be used as a landing or berthing space for a vessel or vessels; defined in the state Navigation Law as a wharf or portion of a wharf extending along the shoreline and generally connected to the upland throughout its length. Docks may float upon the water or be fixed structures abutting the shoreline.

Dockominium: A marina development and operation concept whereby the user of a boat slip or berth purchases fee simple title to the use of that slip or berth.

Dolphin: A cluster of piles, bound firmly together and driven into the bottom of a harbor, to which boats may be secured.

Discharge of Dredged Material: Any addition of dredged material into waters of the United States. Dredged material discharges include: open water discharges; discharges resulting from unconfined disposal operations (such as beach nourishment or other beneficial uses); discharges (such as effluent, surface runoff, or leachate) from confined disposal facilities which enter waters of the United States; and overflow from dredge hoppers, scows, or other transport vessels.

Disposal Site: An in-water or upland location where specific dredged material disposal activities are permitted.

Dredged Material: Material that is excavated or dredged from waters of the United States.

Dredging: The excavation of sediments and other material from aquatic areas for the purpose of maintaining adequate depths in navigation channels and berthing areas, as well as for other purposes.

Dump Station: A facility designed to receive sewage from portable toilets carried on vessels; dump stations do not include lavatories or restrooms.

Ebb Current: Tidal current directed away from shore or down a tidal watercourse; usually associated with decrease in the height of the tide.

Ebb Tide: A falling tide; the period of tide between high water and the succeeding low water.

Ecosystem: The interacting system consisting of a biologic community and its nonliving environment, each influencing the properties of the other and both necessary for the maintenance of life.

Effluent: Treated or untreated wastewater that flows out of a wastewater treatment plant, sewer, industrial outfall, marine sanitation device, or other source; generally refers to wastes discharged into surface waters.

Emergency: A state of imminent or proximate danger to life and property.

Erosion: The wearing away of the shoreline by the action of natural forces such as wave action and tidal currents and as a result of man-made forces.

Estuary: A semi-confined coastal water body with an open connection to the sea and a measurable quantity of salt in its waters. Estuaries are of particular ecological value and significance because they provide important natural values concerning, for example, fish and wildlife habitat, flood protection, and maintenance of water quality.

Eutrophication: The process through which overabundant plant life, nurtured by excessive nutrients such as nitrogen and phosphorus, causes hypoxia, depriving fish and shellfish of oxygen and underwater grasses of light.

Excursion Vessel: A vessel providing sight-seeing tours available to the general public.

Fairway: A specific water area, kept free of obstructions, to ensure safe passage of recreational and commercial vessels to, from, through, and alongside navigation channels, mooring areas, anchorages and berthing areas.

Fecal Coliform Bacteria: Specific coliform bacteria associated with the digestive tract of warm-blooded animals.

Federal Navigation Project: Authorized by Acts of Congress (or by the Secretary of the Army in accordance with Section 107 of the River and Harbor Act of 1960) and maintained by the USACE, federal navigation projects may consist of designated channels and anchorages as well as dikes, breakwaters and jetties designed to maintain ease and safety of navigation.

Filling: The act of adding or depositing material to replace a wetland or aquatic area with dry land or to change the bottom elevation of a water body.

Fill Material: Any material used for the primary purpose of replacing an aquatic area with dry land or changing the bottom elevation of a water body for any purpose. The term does not include any pollutant discharged into the water primarily to dispose of waste. Dredged material can be used as fill material.

Finfish: Term used to distinguish fish with fins from shellfish.

Float: Any structure, buoyant on the water surface, extending seaward, and affixed and secured in place to the shore, a bulkhead, or a dock, whose purpose is to berth and secure vessels and provide a means of access to and from the shore; a floating dock.

Floatable Debris: Trash floating in coastal waters or washed upon the shore and which may reduce beneficial use and enjoyment of a waterbody, present a nuisance or hazard for boaters and harm wildlife.

Floating Home: Any structure constructed on a raft, barge or hull, moored or docked, and that is used primarily for single or multiple-family habitation or as the domicile of any individual(s), and is therefore not water dependent as defined in the New York Executive Law.

Floating Objects: Defined in the state Navigation Law as any anchored marker or platform floating on the surface of the water other than aids to navigation and including but not limited to bathing beach markers, speed zone markers, information markers, swimming or diving floats, mooring buoys, fishing buoys and ski jumps.

Flood/Flooding: A general and temporary condition of: 1) partial or complete inundation of normally dry land resulting from the overflow of inland and/or coastal waters; and/or 2) the unusual accumulation of waters from any source.

Flood Current: The tidal current toward shore or up a tidal water body and associated with the increase in the height of a tide.

Flood Insurance Rate Map (FIRM): An official map of a community prepared by the Federal Emergency Management Agency identifying the elevation of the "100-year" flood and the areas that would be inundated by that level of flooding, and used to determine flood insurance rates.

Flood Insurance Study (FIS): An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain: Land of low elevation adjoining the channel of a river, stream, watercourse, or other body of water, which has been or may be inundated by flood water, and those other areas, including coastal areas, subject to flooding.

Flood Risk: The probability of being flooded.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The floodway is intended to carry the deep and fast-moving flood water. Normally the base flood is defined as the “100-year” flood, and the designated height is one foot above the prefloodway condition.

Food Chain: A sequence of organisms in any natural community through which energy is transferred, each of which uses the lower member of the sequence as a food source, with plants being the ultimate basis of the sequence.

Food Web: The inter-related food relationships in an ecosystem including its production, consumption, and decomposition and the energy relationships among the organisms involved in the energy transfer cycle.

Freshwater: Inland waters, including runoff from precipitation and melting snow; waters that contain little or no salt; a term technically applied to water with salinity less than 0.5 parts per thousand.

Freshwater Wetlands: Wetlands subject to regulatory authority of the State of New York pursuant to Article 24 of the Environmental Conservation Law (The Freshwater Wetlands Act) and shown on maps prepared by the New York State Department of Environmental Conservation. Freshwater wetlands perform a variety of ecologically important functions, including functions related to maintaining and improving water quality, as well as providing important fish and wildlife habitat.

General Permit: A type of permit issued by the USACE for structures and work subject to the Section 10 and 404 regulatory programs. A general permit is an authorization issued on a nationwide or regional basis for categories of activities judged to be substantially similar in nature and to cause only minimal individual and cumulative adverse environmental impacts.

Geographic Information System (GIS): A computerized data base of land use, land cover and other types of information referenced to a location; enabling statistical analysis, comparison, and display of large quantities of data for planning purposes, including analysis of the relationship of land use to water quality.

Geomorphology: The science that applies the principles of physiography and geology to address the form and configuration of the land and submarine features of the earth's surface and the changes that take place in the evolution of landform.

Gray Water: Defined in the state Navigation Law as wastewater generated by water-using fixtures other than toilets, including but not limited to baths, sinks and laundry facilities used on residential vessels.

Greenbelt: A linked system of natural areas along the shoreline of a watercourse or body of water, often including public easements, open space land and public access walkways. A greenbelt typically provides a natural, protective buffer area between the upland and aquatic area, conserves valuable natural resources and may provide opportunities for passive recreational use.

Groin: A shore protection structure usually built perpendicular to the shoreline and intended to trap littoral drift or reduce erosion of the shore.

Groundwater: The supply of freshwater found beneath the earth's surface (usually in aquifers) which is often used for supplying wells and springs.

Habitat: The place where a human, animal, plant, or microorganism population lives, and the living and nonliving characteristics, conditions, and surroundings of that place.

Harbor: Any protected water area affording a place of safety for vessels.

Harbor Commission: A local commission that may be established, pursuant to authority provided by the New York Home Rule Law, and charged with specific responsibilities for managing a municipality's harbor facilities and resources, subject to the direction of the local legislative body.

Harbor Management Law: A local law to regulate the use and operation of vessels and the conduct of water-based activities within municipal jurisdiction for the purpose of protecting and promoting the public health, safety, and general welfare. A municipality may adopt a harbor management law pursuant to authority provided by the Home Rule Law, Section 46a of the state Navigation Law, and Article 42 of the New York Executive Law. A harbor management law may establish a "vessel regulation zone" within which a municipality may regulate certain activities on any waters within or bounding the municipality to a distance of 1,500 feet from the shore.

Harbormaster: A local official who may be appointed in accordance with authority provided by the New York Home Rule Law, and charged with responsibilities for overseeing the safe and efficient operation of the harbor and/or waterways within the local jurisdiction. Harbormaster responsibilities in New York communities generally include administration of mooring placement, management of public boating facilities, and assistance to local law enforcement agencies in the identification of violations and enforcement of State and local boating laws at the direction of a local board or commission.

Hazard to Navigation: Any obstruction, usually sunken, that presents a sufficient danger to navigation so as to require expeditious, affirmative action such as marking, removal or redefinition of a designated waterway to provide for navigation safety.

Head Boat: A commercial excursion vessel that may be chartered for group events but more commonly serves individuals or small groups, and typically having a draft ranging from three to seven feet and a maximum capacity of 30 to 85 persons.

Heavy Metals: Metallic elements of high molecular weight, including mercury, chromium, cadmium, arsenic, and lead, and generally toxic to plant and animal life in low concentrations. Such metals are often residual in the environment and exhibit bioaccumulation.

High Tide Line: The line or mark left upon tide flats, beaches, or along shore objects that indicates the intersection of the land with the water's surface at the maximum height reached by a rising tide. The term includes spring high tides and other high tides that occur with periodic frequency, but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm. The high tide line is a higher elevation than the mean high water line.

High Water Line: The intersection of the plane of mean high water with the shore; the shoreline delineated on nautical charts prepared by the National Ocean Service is an approximation of the high water line.

Houseboat: A boat, barge or other craft equipped for use primarily as a dwelling, as opposed for use primarily for transportation over water.

Hydraulic Dredging: One of the two primary dredging techniques (distinguished from mechanical dredging) utilizing suction dredging of sediments; the two primary types of hydraulic dredges are the cutterhead pipeline dredge and the self-propelled hopper dredge. The cutterhead dredge has a powerful pumping system that vacuums up the sediment and pumps it through discharge pipes either directly to the disposal

site or onto barges for disposal at designated sites. This dredging method is used quite often in areas requiring constant maintenance. The self-propelled hopper dredge also uses a vacuum suction technique and deposits the material directly into the hoppers on board a self-propelled vessel which can then move to the disposal site for discharge.

Hydraulics: The science dealing with the practical applications (such as the effects of flow and the transfer of energy) of water or other liquids in motion.

Hydrocarbons: An organic compound consisting solely of hydrogen and carbon. Petroleum is a mixture of many hydrocarbon compounds.

Hydrology: The science dealing with the properties, distribution, and circulation of water on the surface of the land, below the surface, and in the atmosphere, particularly with respect to precipitation and evaporation.

Hypoxia: A condition of degraded water quality characterized by reduced oxygen concentrations.

Individual Permit: A type of permit issued by the USACE for structures and work subject to the Section 10 and 404 regulatory programs. An individual permit is issued following evaluation of a specific proposal and involves public notice of the proposed activity, review of comments and, if necessary, a public hearing. In general, an individual permit must be received from the Corps for most activities that involve: a) filling of wetlands and navigable waters; b) placement of structures in navigable waters; and c) dredging and disposal of dredged material.

Individual-Private Mooring: A mooring belonging to an individual, as distinguished from a commercial mooring rented from a marina, controlled by a private club or used for commercial purposes. An individual-private mooring does not require an individual permit from the USACE.

Knot: The unit of speed used in navigation equal to one nautical mile (6,076.115 feet or 1,852 meters) per hour.

Land-Use: The character and condition of the use of land and which may be described in terms of general categories, such as "residential," "commercial," "industrial," and "open space," or with reference to the specific use or development of a specific site; also, a reference to the ways in which a community or area makes use of its natural resources.

Launching Ramp: A man-made or natural facility used for the launching and retrieval of boats; primarily providing facilities for boaters to launch trailered boats and park their vehicles and trailers while engaging in boating activities.

Live-Aboard Vessel: Any berthed, anchored, or moored vessel that is used as a temporary or permanent residence, secondary to the principal water dependent recreational or commercial use of that vessel.

Local Waterfront Revitalization Program (LWRP): Authorized by the Waterfront Revitalization of Coastal Areas and Inland Waterways Act, a local program prepared by a municipality and intended to: a) promote beneficial development enhanced by or dependent on waterfront resources; and b) balance this development with the protection of important coastal resources.

Maintenance Dredging: The generally periodic and repetitive removal of recurring, naturally deposited bottom sediment from an existing navigation channel or berthing area.

Mariculture: The cultivation of marine organisms in their natural habitats, usually for commercial purposes.

Marina: A water dependent facility, the main function of which is to provide boat dockage and related services for recreational vessels as a commercial enterprise or in association with a private club. Marina facilities are often operated in conjunction with boatyard facilities.

Marine-Commercial Use: A water-dependent use that serves as a marina, fuel dock, yacht club, barge or tanker terminal, boat rental or leasing facility, commercial fishing loading/off-loading facility, or as a structure designed to secure or make fast a vessel commercially operated.

Marine Facility: Any facility (including but not limited to docks, floats, piers, ramps, hoists, parking areas, concessions, and service facilities), either publicly or privately owned, intended primarily to be used by or for the service of vessels, and located in and adjacent to marine or tidal waters.

Marine Sanitation Device (MSD): Any equipment installed on board a vessel to receive, retain, treat, or discharge sewage, including: a Type I MSD which is a device where sewage is treated with disinfectant chemicals before it is discharged (the treated discharge must meet certain health standards for bacteria content and must not show visible floating solids); a Type II MSD which is similar to Type I but is required to produce an effluent with lower fecal coliform bacteria counts and suspended solids (usually installed only in larger recreational vessels greater than 65 feet due to size and power requirements); and a Type III MSD which is any equipment for installation on board a vessel which is specifically designed to receive, retain, and discharge sewage. Type III MSDs are certified to a no-discharge standard, and include re-circulating and incinerating MSDs and holding tanks. Sewage is stored in the holding tank (the most common Type III MSD) until it can be discharged to a vessel waste pump-out facility or at sea beyond the territorial waters of the U.S.

Marine Toilet: Defined in the state Navigation Law as any toilet on or within any watercraft, excepting those toilets that have been permanently sealed and made inoperative.

Mean High Water (MHW) Line: A tidal datum; the arithmetic mean of the high water heights observed over a specific 19-year Metonic cycle (the National Tidal Datum Epoch). Proposed work and structures seaward of the mean high water line are subject to federal regulatory authorities carried out by the USACE and to state and local regulatory authorities as well. In general, most land and water areas seaward of the mean high water line are subject to the Public Trust Doctrine. The mean high water line also marks the seaward boundary of the jurisdiction of a municipality's planning and zoning authorities.

Mean Low Water (MLW) Line: A tidal datum; the arithmetic mean of the low water heights observed over a specific 19-year Metonic cycle (the National Tidal Datum Epoch).

Mean Lower Low Water: A tidal datum; the arithmetic mean of lower low water heights of a mixed tide observed over a specific 19-year Metonic cycle (the National Tidal Datum Epoch). Only the lower low water of each pair of low waters, or the only low water of a tidal day is included in the mean. Federal navigation projects now reference the Mean Lower Low Water.

Mean Sea Level: A tidal datum; the arithmetic mean of hourly water elevations observed over a specific 19-year Metonic cycle (the National Tidal Datum Epoch). Shorter series, such as monthly sea level and yearly mean sea level, may be specified.

Mechanical Dredging: One of the two primary dredging techniques (distinguished from hydraulic dredging) which utilizes mechanical methods of excavating dredged material such as buckets (clam-shell) and backhoes. Material removed by mechanical dredging may be deposited on barges that are towed to designated disposal sites. Advantages of this process include the ability to remove a wide range of materials, work in tight areas, and more efficiently excavate contaminated material.

Metals: Metallic elements that can cause harm to living organisms and can accumulate in the food chain. Often divided into common metals (e.g., zinc, iron, copper) and trace metals (e.g., chromium, cadmium, arsenic).

Mitigation: An action to lessen the severity of impact of another action, either natural or human. Mitigation may refer to an action taken to reduce or eliminate the risk to human life and property and the negative impacts that can be caused by flooding and other natural and technological hazards. Mitigation may also refer to actions designed to lessen the adverse impacts of proposed development activities on natural and cultural resources, including wetlands and water resources.

Modeling: An investigative technique using a mathematical or physical representation of a system or theory, often to test the effect of changes of system components on the overall performance of the system, and often applied to address water quality and shoreline change questions.

Monitoring: Periodic or continuous surveillance or testing to determine the level of compliance with statutory requirements and/or pollutant levels in various media or in humans, animals, and other living things.

Moor: To secure a vessel to the bottom of a waterbody by the use of mooring tackle which includes an anchor that remains in position on the bottom while the vessel is underway.

Moorings: The place where, or the object to which, a vessel can be made fast by means of mooring tackle so designed that, when such attachment is terminated, some portion of the tackle remains below the surface of the water and is not under the control of the vessel or its operator. Vessels may be secured at or with “fore and aft” moorings or a single, “free-swinging” mooring. Moorings are sometimes referred to locally as “permanent moorings.”

Moorings Area: A designated water area within which vessels may moor.

Moorings Pile: A pole or post secured to the underwater lands, protruding above the water surface, the sole purpose of which is to secure a vessel.

Moorings Tackle: The ground tackle/hardware (e.g., anchor, chain, cable) used to secure a vessel at a mooring.

National Estuary Program: The program established by the Federal Clean Water Act to identify nationally significant estuaries and to establish and oversee a process for improving and protecting their water quality and enhancing their living resources.

National Geodetic Vertical Datum (NGVD): A fixed reference adopted as the standard datum of elevations throughout the U.S. For land-based vertical measurements, NGVD is usually given a value of 0.0 and all other points are measured according to their distance above or below. For navigation-related purposes, NGVD is not the most desirable datum, and MLW and MHW are usually assigned a value of 0.0 while still being measured in relation to NGVD.

National Flood Insurance Program (NFIP): A program established by the National Flood Insurance Act of 1968 to provide relief from the impacts of flood damages in the form of federally subsidized flood insurance available to participating communities; such insurance is contingent on the incorporation of nonstructural flood loss reduction measures into local floodplain management regulations.

National Pollution Discharge Elimination System (NPDES): The federal program established by the Federal Clean Water Act and implemented by the U.S. Environmental Protection Agency for limiting, through the issuance of permits, the amounts of listed point source pollutants that can be discharged into waters of the United States. In New York, responsibilities for administration and enforcement of the NPDES, in accordance with the provisions of the Clean Water Act, have been turned over to the Department of Environmental Conservation.

Natural Resource Values: The qualities of, or functions served by, natural resources such as wetlands, floodplains, and water resources. Natural resources values include but are not limited to: a) water resources values (including water quality maintenance and natural moderation of floods); b) living resource values (fish, wildlife, and plant habitats); and c) cultural resource values (including values related to open space, natural beauty, scientific study, outdoor education, archaeological and historic sites, and recreation).

Nautical Mile: A unit of nautical measurement accepted as 6,076.115 feet, approximately 1.15 times as long as the U.S. statute mile of 5,280 feet.

Navigable: Capable of being navigated or passed over by ships or vessels.

Navigable In Fact: A body of water navigable in its natural or unimproved condition, affording a channel for useful commerce of a substantial and permanent character conducted in the customary mode of trade and travel on water.

Navigable Waters of the State: Defined in the State Navigation Law as all lakes, rivers, streams and waters within the boundaries of the State of New York and not privately owned, which are navigable in fact or upon which vessels are operated, except all tidewaters bordering on and lying within the boundaries of Nassau and Suffolk counties.

Navigable Waters of the United States: Those waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.

Navigate: To go from one place to another by water by sailing or managing a boat; to use a waterbody as a highway for commercial, recreational, educational, or other purposes.

Navigation: The act, science, or business of traversing the sea or other navigable waters in ships or vessels.

Navigation Servitude: The public right of navigation for the use of the people at large. Any property right dependent for its exercise or value on the presence of navigable waters is subject to a defect of title, called a servitude, originating from an ancient common law principle whereby there is a right of way of the public to use a stream or other water body for navigation despite the private ownership of the bed or bank. Hence, in exercise of Congress' power over navigation stemming from the Commerce clause of the Constitution, no further federal real estate interest is required for navigation projects in navigable waters below the ordinary high water mark.

Neap Tide: A tide of minimum extent occurring at the first and third quarters of the moon (compare with Spring Tide).

New York Coastal Management Program (CMP): The program administered by the New York Department of State and authorized by the New York Waterfront Revitalization of Coastal Areas and Inland Waterways Act which enables the state to manage its coastal resources pursuant to the provisions of the Federal Coastal Zone Management Act. The CMP covers the shores of lakes Erie and Ontario, the Niagara and St. Lawrence

rivers, the tidal portion of the Hudson River, New York City, Long Island and Long Island Sound. The CMP establishes 44 management policies to carry out the legislative intent that a balance be established between economic development and coastal resource protection in the state's coastal area.

New York State Department of State (DOS), Division of Coastal Resources: The State agency responsible for administration of the New York Coastal Management Program (CMP), and which coordinates a number of programs essential to implementation of the Coastal Program. Major responsibilities and interests of the DOS Division of Coastal Resources include review of proposed development activities for consistency with the CMP, designation of Significant Coastal Fish and Wildlife Habitat Areas, assistance to municipalities for preparation of LWRPs and provision of planning and funding assistance for special projects.

Nitrate: A compound containing nitrogen and oxygen (NO_3) that can exist in the atmosphere or in water and that can have harmful effects on humans and animals.

Nitrification: The biochemical process in which specific bacteria convert ammonia and organic nitrogen to nitrate. In wastewater treatment plants, ammonia and organic nitrogen come from human wastes and dead plant and animal matter. The nitrifying bacteria are cultured for use at the plants to convert ammonia to nitrite and nitrate. Nitrification occurs naturally in wetland ecosystems and can be established in wastewater treatment plants to remove ammonia and nitrogen from wastewater.

Nitrogen: An element present as organic nitrogen or in inorganic forms of ammonia, nitrite, and nitrate. The inorganic forms are preferentially used by phytoplankton to support their growth. Organic nitrogen is bound with organic material and is not available for plant growth until released in a usable inorganic form by decay processes.

No Discharge Zone: An area designated by the U.S. Environmental Protection Agency within which no sewage, untreated or treated, may be discharged from any vessel. An area particularly sensitive to contamination and that will benefit from a complete prohibition of all vessel sewage discharges may be designated by the EPA upon application by a state, contingent upon the certification by the state that adequate and reasonably available vessel waste pump-out facilities exist for boaters to use.

Non-point Source (NPS) Pollution: Pollution that does not originate from a single, easy-to-identify "point" source such as a sewage treatment plant or industrial discharge pipe. Types of NPS pollution include stormwater runoff from roads, parking lots and backyards, as well as wet and dry atmospheric deposition. Precipitation can carry pollutants from the air to the ground and then gather more pollutants as the water runs off pavement and land to the nearest waterway.

Nonstructural Flood Protection Measures: Planning, regulatory, and other techniques intended to discourage or avoid dangerous, uneconomic, or unwise use of floodplains and erosion-prone areas. Nonstructural flood protection measures are distinguished from the more traditional "structural" measures (such as dams, dikes, and seawalls) used to control flooding and erosion.

Nutrient: Any substance assimilated by living things that promotes growth, including any number of organic or inorganic compounds (nitrogen and phosphorous are important examples) used by plants in primary production.

Obstruction to Navigation: Anything that restricts, endangers, or interferes with navigation.

"100-Year" Flood: A term commonly used to refer to a flood of the magnitude that has a one-percent chance of being equaled or exceeded in any given year. The "100-year" flood is the flood that is equaled or exceeded once in 100 years on the average, but the term should not be taken literally as there is no guarantee that the

“100-year” flood will occur at all within the 100-year period or that it will not recur several times. The “100-year” flood is the standard most commonly used for floodplain management and regulatory purposes in the United States, and is therefore often referred to as the “base flood” for floodplain management purposes.

Open To All On Equal Terms: A policy of the USACE whereby federal navigation projects, which must be managed in the general public interest, must be accessible and available to all on equal terms, and all citizens desiring mooring or other access to projects must be treated impartially.

Open Water Disposal: Placement of dredged material in rivers, lakes or estuaries via pipeline or surface release from hopper dredges or barges; distinguished from upland and ocean disposal.

Ordinary High Water Mark: The line on shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris or other appropriate means that consider the characteristics of the surrounding areas.

Outfall: A structure (e.g., pipe) extending into a body of water for the purpose of discharging wastewater, stormwater runoff or cooling water.

Passive Recreational Use: Recreational activities, such as hiking, walking, picnicking, canoeing, and fishing, generally not requiring facilities and organization for participation and/or having little significant impact on the natural environment.

Pathogen: Microorganisms that can cause disease in other organisms or in humans, animals, and plants. Pathogens may be bacteria, viruses, or parasites transported in sewage and runoff from agricultural and other areas.

Personal Watercraft: A vessel propelled by machinery and that satisfies one or both of the following criteria: a) has a width not greater than 24 inches; 2) is capable of carrying at least one individual who while operating the vessel has no means of steerage other than shifting his or her body weight.

Pier: Generally, a structure, usually of open construction, extending out into the water from the shore to serve as a vessel landing place or recreational facility rather than to afford coastal protection; defined in the state Navigation Law as a wharf or portion of a wharf extending from the shoreline with water on both sides.

Pile: A long, heavy timber or section of concrete or metal to be driven or jetted into the earth or seabed to serve as a support or protection.

Plane Datum: Also called vertical datum, the horizontal plane to which soundings, ground elevations, or water surface elevations are referred. The plane is called a tidal datum when defined by a certain phase of the tide. A common datum used on topographic maps is based on mean sea level. To provide a safety factor for navigation, some level lower than mean sea level (such as mean low water or mean lower low water) is generally selected for use on hydrographic charts.

Point Source Pollution: Any discernable confined or discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, vessel or other floating craft, from which pollutants are or may be discharged.

Pollutant: Generally, any substance introduced into the environment that adversely affects the health of plants and animals or the usefulness of a resource, and including toxic substances, nutrients and pathogens which adversely affect water quality.

Pollution: The man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of an aquatic ecosystem. (See Contaminant.)

Polynuclear Aromatic Hydrocarbons (PAHs): A group of petroleum-derived hydrocarbon compounds that are found in the water and in the tissue of aquatic organisms. PAHs have a tendency to bioaccumulate and many are known or suspected carcinogens; PAH loadings to a waterbody result from oil spills and other uncontrolled discharges of petroleum products.

Port: A place where vessels may discharge or receive cargo; it may be the entire harbor including its approaches and anchorages, or only the commercial part of a harbor where marine service facilities and docks, wharves and facilities for transfer of cargo are located.

Private Club: A water-dependent facility supporting recreational boating activities; restricted to the use of members and guests and therefore not open to the general public.

Public Access: Physical and/or visual access to marine or tidal waters that is available to all members of the general public and therefore not limited to any particular groups or individuals.

Public Trust Doctrine: The doctrine based on the common law principle that certain lands and waters are so important to the public that private ownership or other impediments to public uses should not be permitted.

Pump-out Station: A marine facility for pumping or receiving sewage from a Type III marine sanitation device installed on a vessel and then containing that waste before proper disposal into a sewage disposal system.

Ramp: A structure used to gain access from a bulkhead, fixed dock, or platform to a float; also, a uniformly sloping surface used for launching small craft.

Recreational Boating Facilities: Facilities for the support of recreational boating activities, including marina and boatyard facilities and private clubs providing docks, slips, moorings and launching ramps as well as sales, repair, service, and storage facilities, and private docking facilities constructed by waterfront property owners.

Reliction: A gradual increase of land as a result of the permanent recession of a body of water.

Revetment: A facing of stone, concrete, or other hard material, built to protect a scarp, embankment or shore structure against erosion by wave action or currents.

Riparian: Of or relating to or living or located on the bank of a watercourse.

Riparian Ecosystems: Distinct associations of soil, flora, and fauna occurring along a river, stream, or other body of water and dependent for survival on a periodically high water table.

Riparian/Littoral Rights: The rights of an owner of land contiguous to a body of water. If the water in question is flowing (e.g., river or stream) the rights are said to be riparian. If the property is subject to the ebb and flow of the tide, the rights are said to be littoral rights. The terms “riparian” and “littoral” are commonly used interchangeably. Riparian rights may be defined as principally the right of access to the water, the right of accretions and relictions and the right to all useful purposes to which the watercourse may be applied.

Riprap: A protective layer or facing of stone, usually well-graded and randomly placed to prevent erosion, scour, or sloughing of the shoreline; also the stone so used.

Rubble-mound Structure: A shore protection structure of random-shaped and random-placed stones protected with a cover layer of selected stones or specially shaped concrete armor units.

Runoff: That part of precipitation, snow melt, or irrigation water that runs off the land into streams or other surface water and can carry pollutants from the air and land into the receiving body of water.

Salinity: The measure of the quantity of dissolved salts in seawater; defined as the total amount of dissolved solids in seawater once the organic matter has been completely oxidized.

Sand: Material, larger than silt, consisting of particles with a grain size between 1/16 mm and 2 mm.

Sanitary Sewer: A system of pipes, usually underground, that carry only wastewater, not stormwater.

Seawall: A wall built parallel to the shore, and designed to halt shoreline erosion by absorbing the impact of waves.

Section 10 and 404 Regulatory Programs: The principal federal regulatory programs, carried out by the USACE, affecting structures and other work below the mean high water line. The USACE, under Section 10 of the River and Harbor Act of 1899, regulates structures in, or affecting, navigable waters of the United States, as well as excavation or deposition of materials (e.g., dredging or filling) in navigable waters. Under Section 404 of the Federal Water Pollution Control Act Amendments (Clean Water Act of 1977), the USACE is also responsible for evaluating applications for Department of the Army permits for any activities that involve the placement of dredged or fill material into waters of the U.S., including adjacent wetlands.

Sediment: Particulate material, both mineral and organic, that is in suspension, being transported, or has been moved from its site of origin by the forces of air, water, gravity or ice, including material deposited in a loose, unconsolidated form on the bottom of a water body. The term dredged material refers to material that has been dredged from a water body, while the term sediment refers to material in a water body prior to dredging.

Sedimentation: The process of transportation and deposition of particles onto the bottom of a body of water.

Semidiurnal Tide: A tide with two high and two low waters in a tidal day with comparatively little diurnal inequality.

Septic Tank: A watertight chamber used for the settling, stabilizing and anaerobic decomposition of sewage.

Sewage: The combination of human and household waste with water which is discharged to the home plumbing system including the waste from a flush toilet, bath, sink, lavatory, dishwashing or laundry machine, or the water-carried waste from any other fixture, equipment, or machine, together with such groundwater infiltration and surface water as may be present.

Sewer: A system of pipes, usually underground, that carries wastewater and/or stormwater runoff from the source to a treatment plant or receiving body of water. Sanitary sewers carry household, industrial, and commercial waste; storm sewers carry runoff from rain and melting snow; combined sewers are used for both purposes.

Sheet Pile: A pile with a generally slender, flat cross section to be driven into the ground or seabed and meshed or interlocked with like members to form a bulkhead or seawall.

Shellfish: An invertebrate having a rigid outer covering, such as a shell or exoskeleton; includes oysters, scallops, hard clams, soft clams, razor clams, crabs, shrimp, all kinds of mussels, skimmer or surf clams, periwinkles and conch.

Significant Coastal Fish and Wildlife Habitat Area: An area designated by the New York State Department of State to help protect especially valuable fish and wildlife habitat. Any future proposal that would affect a designated area will require careful review and be subject to specific requirements designed to reduce adverse impacts on fish and wildlife habitat.

Shoal: A detached elevation of the bottom of a waterbody, comprised of material that is not rock, that may endanger surface navigation. Also, to become shallow gradually; to cause to become shallow; to proceed from a greater to a lesser depth.

Silt: Material of intermediate size between clay and sand material, and consisting of particles with a grain size between 1/16 mm and 1/128 mm.

Slack Tide: The state of a tidal current when its velocity is near zero, especially the moment when a reversing current changes direction and its velocity is zero; sometimes considered the intermediate period between ebb and flood currents.

Slip: The water area occupied by a vessel when secured to a shoreside or structural installation; also defined as a berthing space for a single vessel alongside a pier, finger float or walkway.

Spring Tide: A tide that occurs at or near the time of new or full moon and which rises highest and falls lowest from the mean sea level (compare with Neap Tide).

State Pollution Discharge Elimination System (SPDES): The program whereby the Department of Environmental Conservation regulates, with authority delegated by the U.S. Environmental Protection Agency pursuant to the Clean Water Act, all industrial, commercial and municipal discharges as well as discharges from residential subdivisions of five or more lots into surface and ground waters.

Storm Sewer: A system of pipes, generally underground, carrying only stormwater runoff from building and land surfaces; as distinguished from a sanitary sewer.

Storm Surge: A rise above normal water level on the open coast due to the action of wind stress on the water surface. Storm surge resulting from a hurricane also includes that rise in water level due to atmospheric pressure reduction and wind stress.

Stormwater Runoff: The rainwater, melting snow, and associated material draining from natural and developed surfaces in a watershed into storm drains and water courses.

Structural Flood Protection Measures: Engineered measures such as dams, dikes, levees, seawalls, and channel alterations designed to modify the volume and location of flooding and extent of erosion, intended to help protect lives and properties from the impacts of floods and erosion.

Sub-tidal Area: The coastal waters and submerged land seaward of the mean low water line.

Submerged Lands: Lands covered by water at any stage of the tide, as distinguished from tidelands which are attached to the mainland or an island and are covered and uncovered by the tide.

Subsurface Sewage Disposal System: A sewage disposal system designed to treat and dispose of septic tank or other treatment facility effluent by application of the effluent to a soil surface at a depth below the surface of the ground.

Tidal Cycle: Elapsed time between successive high and low waters.

Tidal Current: The alternating horizontal movement of water associated with the rise and fall of the tide caused by the astronomical tide-producing forces.

Tidal Prism: The volume of water entering an estuary during an incoming tide; in other words, the difference between the volume of water in an estuary at high tide and the volume of water at low tide.

Tidal Range: The difference between successive high and low waters; the period of comparison can range over a week, month, year, or other time period.

Tide: Periodic rise and fall of the ocean surface and connecting bodies of water resulting from the gravitational attraction of the moon and sun acting upon the rotating earth.

Tide Lands: Land between the lines of the ordinary high and low tides, covered and uncovered successively by the ebb and flood thereof; land covered and uncovered by the ordinary tides.

Tidewater: Waters, whether salt or fresh and usually of coves, bays and rivers and not the open sea, wherever the ebb and flood of the tide from the sea is felt.

Toxic Substances: Substances, both naturally occurring and derived from human sources, that cause adverse biological effects or health risks when their concentrations exceed a certain level in the environment. Toxic substances include heavy metals and organic chemicals such as chlorine, polychlorinated biphenyls (PCBs), polyaromatic hydrocarbons (PAHs) and pesticides.

Transient Boaters: Persons traveling to a harbor or marine facility by boat and staying for a temporary period of time.

Turbidity: A state of reduced clarity in a fluid caused by the presence of suspended matter.

Turning Basin: An area within or adjacent to a designated fairway, channel or anchorage which is used and reserved for the purpose of unobstructed passage and turning of vessels.

Unauthorized Encroachment: Any structure (including docks, piers, floats, piles, moorings, and other structures) and any other work (including dredging and filling) extending into navigable waters or into any other areas below the mean high water line without necessary local, State and federal approvals.

Underwater Lands: Land seaward of the last known location (prior to the placement of any fill) of the mean high water line and administered in the public interest in accordance with the Public Trust Doctrine.

Underway: The condition of a vessel not at anchor and not made fast to the shore or aground.

Undocumented Vessel: Defined in the state Navigation Law as any vessel that is not required to have, and does not have, a valid marine document issued by the Federal Bureau of Customs.

Upland: Land lying above the ordinary high water mark.

Upland Disposal: Disposal of dredged material on upland sites where the material is contained in a manner such that it is isolated from the environment.

Vessel: Generally, every description of watercraft used or capable of being used as a means of transportation on water and specifically excluding floating homes. Defined in the state Navigation Law as any floating craft, excluding crew racing shells, and which shall be classified as either a public vessel or pleasure vessel.

Vessel Regulation Zone: Waters within or bounding a municipality to a distance of 1,500 feet from the shore and within which a municipality may regulate certain activities in accordance with authority provided by Section 46a of the state Navigation Law and Article 42 of the New York Executive Law. The governing body of a municipality may establish a vessel regulation zone and adopt, amend, and enforce local laws with respect to: a) regulating the speed and operation of vessels; b) restricting and regulating the anchoring or mooring of vessels; c) restricting and regulating garbage removal from vessels; and d) designating and regulating the use of public anchorage areas within the vessel regulation zone.

Vulnerability: Characterization of the nature and extent of damage that may occur during flooding.

Wastewater: Water that carries treated or untreated wastes, including dissolved or suspended solids, from homes, businesses, and industries.

Water Column: The water located vertically over a specific location on the sea floor.

Water-Dependent Use: An activity, defined in Article 42 of the New York State Executive Law, which can only be conducted on, in, over, or adjacent to a waterbody because such activity requires direct access to that water body, and which involves, as an integral part of such activity, the use of the water.

Water-Enhanced Use: An activity, as defined by the New York State Department of State, which has no critical dependence on the waterfront, but the profitability of the use and/or the enjoyment level of the users are increased significantly because the use is adjacent to or has visual access to the waterfront.

Water Quality Certification: A State certification, pursuant to Section 401 of the Clean Water Act, that a proposed action, including an action to discharge dredged material, will comply with the applicable provisions of the Clean Water Act and relevant state laws.

Water Quality Standard: A law or regulation that consists of the beneficial designated use or uses of a water body, the numeric and narrative water quality criteria that are necessary to protect the use or uses of that particular water body, and an anti-degradation statement.

Water Resources Values: Natural values including those related to natural storage and conveyance of flood water, maintenance of water quality, and recharge of groundwater.

Waters of the United States: This term, as it applies to the jurisdictional limits of the authority of the USACE under the Clean Water Act, includes all navigable and interstate waters, their tributaries and adjacent wetlands, as well as isolated wetlands and lakes, and intermittent streams.

Watershed: A drainage area; the region or area contributing ultimately to the water supply of a particular watercourse or water body;

Wharf: A structure built on the shore of a harbor, channel or canal so that vessels may be secured alongside to receive and discharge cargo or passengers.

Appendix B

LWRP Condition Assessment (Halcrow Report)

City of Newburgh

City of Newburgh

Local Waterfront Revitalization Program

June 2007

Halcrow, Inc

City of Newburgh

City of Newburgh

Local Waterfront Revitalization Program

June 2007

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City of Newburgh

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Local Waterfront Revitalization Program

Contents Amendment Record

This report has been issued and amended as follows:

Issue	Revision	Description	Date	Approved by
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1 Introduction

1.1 *Location*

The city of Newburgh is located on the west bank of the Hudson River approximately 60 miles upstream from the New York inner harbour in Orange County. With relatively deep water immediately riverside of the shoreline, Newburgh's waterfront has been home to a variety of industries over the years.

The waterfront area covered in this report, defined as the "project area" is bounded to the north by the Newburgh-Beacon Bridge and to the south by the City's boundary with the Town of New Windsor, specifically the confluence of Quassaick Creek with the Hudson.

1.2 *Land Use*

The project area is a combination of marine industrial, public recreation, light industry and private residential.

1.3 *Objectives*

This condition assessment was based on visual observations, both from land and from the water and review of the Draft Local Waterfront Revitalization Program. It is intended that this assessment will provide guidance as to the general performance of the waterfront and identify areas for further investigation.

2

Existing Conditions

2.1

Overview

The waterfront is split into various sectors based on current land use, each with a range of waterfront structures; each of these sectors will be evaluated separately. The location of the Sectors is shown in Appendix A. The breakdown is as follows:

	LAND USE	PROTECTION STRUCTURES
Sector 1	Steel Style Shipyard facility	Riprap shore protection Concrete slab piers Concrete groins Stacked concrete rings
Sector 2	Brothers Memorial Rowing Park	Unprotected waterfront Concrete block bulkhead Riprap shore protection
Sector 3	City of Newburgh Wastewater Treatment Plant	Riprap shore protection
Sector 4	Disused city incinerator & Con-Ed site (former salvage/scrap yard)	Riprap shore protection General waterfront debris (old structures)
Sector 5	Public boat launch & floating restaurant	Steel sheetpile bulkhead Floating timber docks
Sector 6	Marina & commercial facilities	Floating docks protected by timber wave screen and flat-bottom barges Timber bulkhead Steel sheetpile bulkhead with timber fenders
Sector 7	Newburgh landing & waterfront park (incl. marina)	Floating docks Riprap shore protection Steel sheet piles (driven behind riprap) Remnants of old timber structures (possibly original bulkhead) Newburgh Ferry berth pier Various short timber access piers
Sector 8	Commercial & Regal Bag Company	General debris Old timber bulkhead Steel sheet pile bulkhead Timber bulkhead Riprap shore protection
Sector 9	Newburgh Yacht Club	Timber pile breakwater Steel sheet pile bulkhead Riprap/general debris
Sector 10	Pier Loun Development	Steel sheet pile bulkhead Timber docking facilities

2.2***Sector 1 Condition Assessment***

The following pictures show typical details of the Sector 1 waterfront structures. The location of all the following features is shown in Appendix A.



1 - Riprap shore protection



2 - Concrete slab piers



3 - Concrete groins



4 - Stacked concrete rings

The riprap shore protection (1) around the mouth of the Quassaick Creek appears to be sufficient in controlling erosion; the amount of vegetation indicates a reasonably stable shoreline. Similarly, the stacked concrete slabs acting as a bulkhead (running parallel north of the creek) are heavily overgrown with vegetation indicating relative stability.

It should be noted that these structures are not in active erosion in their current state and under their current usage, however, removal of any vegetation could be detrimental to the stability.

Moving upstream along the Hudson, before reaching the southerly concrete slab pier, there appears to be a small beach formed between short concrete groins. There is a significant amount of debris, mainly tree trunks and other natural flotsam, again the amount of vegetation indicates that the shoreline is not in active erosion.

The two concrete slab piers (2) are being used as general storage and have a variety of vessels moored along side them, amongst which is the floating hospital. Although their overall stability is questionable, note the unevenness in picture 2 above, the risk of immediate failure under the current use appears to be minimal. Removal of the vegetation and/or significant static or dynamic loading is inadvisable however, given the unknown nature of the structure.

Continuing north of the piers the beach (3) is similar to previous with short concrete groins holding a small beach. The beach is littered with river debris (tree trunks) and also what appears to be an abandoned steel barge run up between the groins.

At this point the shoreline protrudes out into the Hudson, apparently held by loosely stacked concrete rings (4). Although the concrete rings are haphazardly placed with several either toppled or about to topple, the amount of stable vegetation behind the structure indicates that erosion of the frontage is not occurring.

2.3

Sector 2 Condition Assessment

The following pictures show typical details of the Sector 2 waterfront structures. The location of all the following features is shown in Appendix A.



5 – Unprotected waterfront



6 – Concrete block bulkhead

Despite the lack of protection along this area of waterfront (5), the shoreline does not appear to have suffered. There is debris such as tree trunks and old rubble along the sector, consistent with the entire project area; however this is not causing any damage to the shoreline.

A concrete block bulkhead (6) provides the Brothers Memorial Rowing Park with a launching area for their boats. Although the bulkhead is outflanking on either side, the erosion is not significant and unlikely to cause any detriment to the rowing facilities ability to function in the near future.

2.4

Sector 3 Condition Assessment

The following pictures show typical details of the Sector 3 waterfront structures. The location of all the following features is shown in Appendix A.



7 – Riprap shore protection

Generally, the riprap shore protection (7) through this sector is in good condition and is serving its purpose in protecting the wastewater treatment plant. The established vegetation above the riprap indicates stability. There is one area where the riprap appears to be compromised slightly; however it appears that this has been done purposely during installation of some metal pillars. This may become a weak point in the defences during a storm event and could provide a route for flooding in advance of the general defence elevation.

2.5

Sector 4 Condition Assessment

The following pictures show typical details of the Sector 4 waterfront structures. The location of all the following features is shown in Appendix A.



8 – Disused city incinerator



9 – General waterfront debris



10 – General waterfront debris

The majority of this sector is protected by an assortment of rubble, riprap and broken concrete (8) along with what appears to be a piece of broken steel decking or remnants of an old pier (10). There is also evidence of numerous hidden structures and debris in the waters immediately offshore (9). Despite the unappealing visual nature of the defences through this sector, they are serving the purpose of protecting the frontage.

The vegetation is very established and the riprap/broken concrete is interspersed with trees growing through it. There is an area north of the disused city incinerator where the shoreline appears to cut back. This section is not protected as heavily as the surrounding frontage; it is possible that this is eroding. However, it is also possible that this was a feature of the original reclamation of the site.

2.6

Sector 5 Condition Assessment

The following pictures show typical details of the Sector 5 waterfront structures. The location of all the following features is shown in Appendix A.



11 - Public boat launch



12 - Floating restaurant

The steel sheet pile bulkhead (11) supporting the public boat launch appears to be in very good condition and requires no further consideration in this study. The floating restaurant facilities (12) are temporary, i.e. not part of the permanent infrastructure, and therefore do not affect the condition assessment of the frontage.

From appearance, all of the floating timber docks appear in good condition and fit for purpose. However, it is noted that no hand rails are provided on the river side of the docks. If this area is open to the public then, for health and safety reasons, some form of barrier should be provided. It is assumed that the facility is removed during the winter months.

2.7

Sector 6 Condition Assessment

The following pictures show typical details of the Sector 6 waterfront structures. The location of all the following features is shown in Appendix A.



13 & 14 – Marina facilities



15 & 16 – Commercial & Recreation

There are two aspects to this frontage, the shoreline and the outer sections of the marina. The marina facility is protected by a timber pile supported wave screen (13) and two flat-bottom barges. By default of the vessels using the facility, it is concluded that the wave screen is providing adequate shelter from wave action in the river during summertime conditions. However the structure is missing a number of timber slats and it is assumed that the barges are there because of the wave screen's limitations. It is assumed that all of these structures plus the boats moored in the marina are removed during winter.

The shoreline is protected by a number of different structures as follows, steel sheet pile bulkhead (LHS of picture 14), timber bulkhead (14), dilapidated timber bulkhead in front of unprotected bank (15) and steel sheet piles with timber pile fenders (16). Despite the unsightly nature of the defences, they appear to be providing sufficient protection to the shoreline for the land use. Even the unprotected section, where the old timber structure has almost completely failed, does not appear to be suffering detriment from erosion.

The only area of particular concern under the current land use is the steel sheet pile structure protected by timber pile fenders.



Due to the proximity of the building to the waterfront, further investigation of the structural integrity would be required before the true condition can be determined. It is assumed that remediation is needed due to the picture below showing some very poor repair work.

2.8

Sector 7 Condition Assessment

The following pictures show typical details of the Sector 7 waterfront structures. The location of all the following features is shown in Appendix A.



17 – Restaurant Marina



18 – City dock



19 – Torches Rest marina



20 – Newburgh waterfront park

Similar to the previous sector, there are two difference aspects to this area of frontage, the actual shoreline and then the marina facilities / docks and piers. Although the condition and amount of debris build-up varies, the frontage is very similar, riprap (or broken up concrete) revetment interspersed with steel sheet piles where there are outfalls or piers.

Generally the riprap is adequate in providing shoreline protection although much of it has been placed in such a poor method with sections of broken concrete that it looks very visually unappealing. There appears to be very little debris collection or maintenance along the frontage as well, which does not add to the landscaped appearance.

There are a couple of areas along the frontage where it is possible wash-out could occur through gaps in the riprap during storm conditions causing erosion of the Newburgh Waterfront Park path. Although it appears that debris damage is the most obvious risk to this frontage. Similar to much of the project area the vegetation along the top of the revetment is substantial indicating a reasonable degree of stability.

Although no detailed inspection of the outfalls, piers and docks was undertaken, there is no particular or obvious evidence of instability. Further investigation would determine structural integrity.

As before, it is assumed that all temporary and floating structures are removed from the water during winter.

2.9

Sector 8 Condition Assessment

The following pictures show typical details of the Sector 8 waterfront structures. The location of all the following features is shown in Appendix A.



21 & 22 – Commercial



23 & 24 – Regal bag company

There is a varied selection of shoreline protection structures along this frontage. Starting from the south end, there is a small concrete boat ramp (21) protected with riprap (this is the only area along this sector with riprap), then an area of unprotected frontage littered with river debris (mainly drift wood). Despite the lack of man-made defences, this section of shoreline does not appear to be actively eroding, although it can be seen in the plan view (Appendix A) that the undefended shoreline has cut back from the areas with bulkhead.

There is a very small length of dilapidated timber bulkhead and then approx. 50 yards of steel sheet piles (22) that are being outflanked on the north end. The old timber bulkhead continues in a worsened state until it is practically non-detectable before the Regal bag company site begins.

The Regal bag company frontage is characterised by timber bulkhead (23&24). The bulkhead appears to have been constructed (or repaired) at different times and in slightly different configurations. However, it is in good condition along its entirety with some areas appearing to be relatively new in construction. The depth of water is not known along this piece of frontage, but it is assumed to be sufficient for mooring delivery vessels for the bag company. The buildings and car parks are relatively close to the waterfront, which indicates that flooding is not a particular problem for the Regal bag company. The small drainage stone placed immediately behind the cap of an area of bulkhead (24) apparently used for recreation does not appear to have been compromised. However it is not known how long this drainage stone has been there, nor whether there have been any storms since its placement.

The timber bulkhead terminates perpendicular to the shoreline and is protected from outflanking by riprap.

2.10***Sector 9 Condition Assessment***

The following pictures show typical details of the Sector 9 waterfront structures. The location of all the following features is shown in Appendix A.



25 – Timber pile breakwater



26 – Steel sheet pile bulkhead

The area of riprap ends approx. 50 yards after the Regal bag company timber bulkhead terminates, leaving approx. 200 yards of unprotected shoreline littered with drift wood. Although it is difficult to accurately map due to access restrictions, it is assumed that the unprotected shoreline continues behind the Newburgh Yacht Club timber pile breakwater.

The breakwater itself is in disrepair (25). It is assumed that it was originally constructed from individual timber piles driven and held together by timber wales, this structure was then backfilled to provide a core. Currently a number of the piles are either broken or missing and the core material has started to washed out. It is likely that it is still providing the yacht club with protection from the Hudson, however it is expected that the structure will continue to deteriorate at an accelerated rate if left un-repaired.

There is a small boat lift and re-fuelling facilities located on top of what appears to be timber bulkhead (25). Although the concrete cap and facilities appear to be in good condition, from the water-side the bulkhead looks to be in a state of disrepair and further investigation is recommended to determine the true structural condition. The construction of the bulkhead changes to a steel sheet pile structure (26) apparently in far better condition, although the change in construction/condition is unlikely to be visible from above. It is assumed that the tarmac area above the steel sheet pile bulkhead is used to house the boats during the winter months.

The end of the steel sheet pile bulkhead is protected from outflanking by riprap (26) and closes a gap between the yacht club bulkhead and the start of the bulkhead for the Pier Loun Development.

2.11

Sector 10 Condition Assessment

The following pictures show typical details of the Sector 10 waterfront structures. The location of all the following features is shown in Appendix A.



27 – Steel sheet pile bulkhead



28 – Timber docks

The defences in front of this private development comprise a very small section of old timber bulkhead leading into what appears to be a relatively recently constructed steel sheet pile bulkhead (27). It is assumed that the timber piles driven in front of this bulkhead are used to moor vessels owned by the development tenants. It is difficult to determine whether the sheet piles continue along the entire Pier Loun frontage, as there is timber facing and timber pile fenders along the docking facilities (28). However, the condition of both the timber and visible steel structures is good.

3

Condition Conclusion

3.1

Current Land Use

3.1.1

Sector 1

Both the concrete slab piers/bulkhead and the stacked concrete rings appear to be in poor condition, either sagging or toppling. The removal of the established vegetation behind/on top of these structures is not recommended, as this action may cause the structures to become more unstable. However, the shoreline behind is supporting mature trees and substantial plant life. Therefore, it is concluded that, from a shore protection viewpoint, both the concrete piers/bulkhead and the concrete rings are providing adequate protection to the Hudson River bank under the current land use.

The riprap shore protection and the concrete groins appear to be in fair condition and sufficient to support the frontage. There is significant debris collected on the banks. However this does not appear to be damaging to the frontage, and may be helping to protect the beach.

Under the present land use, Sector 1 does not require intervention to maintain status quo.

3.1.2

Sector 2

The outflanking on either side of the rowing launch bulkhead is the only area requiring maintenance along this sector. However, even if the outflanking continues, it is unlikely to affect the rowing facility's ability to launch for quite some time. Therefore it is concluded that, from a shoreline protection viewpoint, no further protection structures are required under the current land use.

3.1.3

Sector 3

The riprap shore protection is in good condition; however the area of lowered defence should be repaired in order to maintain the stability of the frontage during storm conditions.

3.1.4

Sector 4

Under its current land use this frontage is adequately protected and does not require intervention. Closer inspection of the area of cut back, along with a review of the previous land uses should reveal whether it is a feature of erosion or merely a man-made characteristic.

Removal of any of the established debris, such as the steel platform or remaining steel piles should be considered with caution. Realignment of the shoreline in combination with the installation of riprap/rubble/debris should replace any structures that are removed in order to ensure outflanking of the existing defences does not occur.

Similar to the previous sectors removal of the vegetation may decrease the stability of the frontage.

3.1.5

Sector 5

Both the public boat launch and the shoreline in this sector are in good condition and do not require intervention under the current land use.

3.1.6

Sector 6

Generally the varied waterfront structures in this sector are providing adequate protection for the current land use. The only exception is the steel sheet piled structure at the northern end of the sector. It is recommended that a detailed structural assessment is carried out to determine the condition before any remediation commences.

3.1.7

Sector 7

The most obvious shoreline feature through this sector is the amount of river debris built-up behind the floating docks. Large tree trunks are causing weak points in the riprap revetment. It is recommended that a maintenance program to clear this flotsam after periods of high water is implemented, both for protection of the waterfront and for health and safety reasons.

A detailed walk over survey of riprap should be facilitated following clearance of the drift wood to identify areas where the defenses have been compromised and the riprap should be replaced or re-graded as necessary.

3.1.8

Sector 8

The Regal bag company timber bulkhead does not require intervention. However, it should be noted that this structure will deteriorate in condition without the regular maintenance it appears to be receiving.

Although the defences along the remainder of the frontage are in various states of disrepair, this does not appear to be compromising the current use of the area. Therefore it is likely that no intervention is required to maintain the shoreline in its current state.

3.1.9

Sector 9

Further investigation into the condition of the timber bulkhead beneath the re-fuelling facilities should be undertaken regardless of any changes in land use or further development.

As noted in Section 2.10 the breakwater is in disrepair and is likely to continue to deteriorate rapidly. However, this worsening of the condition of the breakwater is more likely to affect the yacht club facilities rather than the protection of the shoreline. Under the current land use, replacement or significant maintenance of the breakwater is only recommended for boating use, not shoreline protection.

3.1.10

Sector 10

The waterfront along this area of private development is in good condition and does not require any further intervention.

Appendix – Plan Views













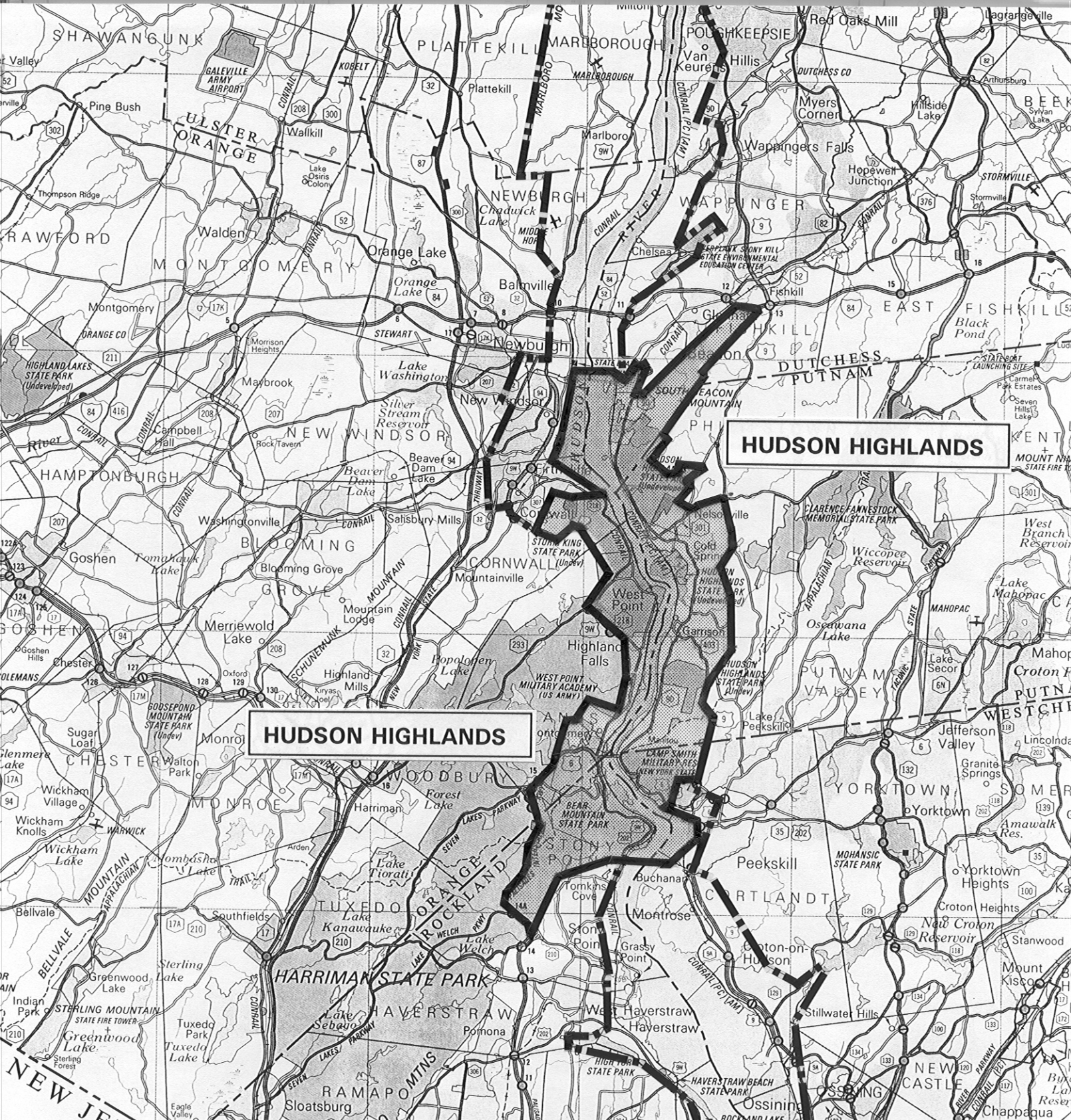






Appendix C

SASS Map and Narrative



HUDSON HIGHLANDS

HUDSON HIGHLANDS

HUDSON HIGHLANDS SCENIC AREA OF STATEWIDE SIGNIFICANCE



Scenic Area



Coastal Area Boundary

SCALE: 1:250,000

**STATE OF NEW YORK DEPARTMENT OF STATE
DIVISION OF COASTAL RESOURCES AND WATERFRONT REVITALIZATION**



NOVEMBER 1992

HUDSON HIGHLANDS SCENIC AREA OF STATEWIDE SIGNIFICANCE

HH-27 Dutchess Junction Subunit

I. Location

The Dutchess Junction subunit is located on the east side of the Hudson River, south of the City of Beacon. The eastern boundary of the subunit follows NY Route 9D north from benchmark 14 to its intersection with Grandview Avenue, for the most part a common boundary with the HH-26 Hudson Highlands State Park subunit. The northern boundary of the subunit runs from the northern shorelands of Denning Point to the Conrail tracks and along the Conrail tracks adjacent to the Fishkill Creek, following the coastal area boundary as amended by the City of Beacon, to the intersection of the tracks with Wolcott Avenue. The boundary then follows Wolcott Avenue to its intersection with Simmons Lane, which it follows to the property line of Lot #6054-13-036494 and onto the Craig House property. The boundary then follows an imaginary line through the Craig House property at a distance of 400 feet from the Fishkill Creek to South Avenue and along South Avenue to Grandview Avenue. The subunit includes the Hudson River, sharing a common boundary with the HH-28 Pollepel Island subunit adjacent to the eastern shorelands and extends across to high water mark on the western shorelands of the Hudson River. The subunit is approximately 3.5 miles long and between 0.25 and 1 mile wide. It is located in the City of Beacon and the Town of Fishkill, Dutchess County and in the City of Newburgh, the Towns of New Windsor and Cornwall and the Village of Cornwall-on-the-Hudson, Orange County. Consult the Hudson Highlands SASS map sheets, numbers 1 and 2 for subunit boundaries.

II. Scenic Components

A. Physical Character

This subunit is comprised of the flat and gently sloping shorelands of the Hudson River which give way to the gently rolling hillside below the steep mountains of the Scofield and Breakneck Ridges in the Hudson Highlands State Park subunit. The vegetation is a mix of wetlands, woodlands, meadows and orchards. The shoreline curves gently with a moderate variety of shoreline indentation and elevation. There is one large cove created by Denning Point, a low, wooded, sand peninsula. The Fishkill Creek, which features a short section of rapids, meets the Hudson River at the cove, creating a rich estuary of marsh, tidal flats, and shallows. Wade Brook and Gordon Brook cross the subunit.

B. Cultural Character

The subunit includes a largely undisturbed bank of the Hudson River, separated from the upland by the railroad. NY Route 9D, the Bear Mountain-Beacon Highway, runs along the eastern boundary of the subunit. The subunit features several parcels of the Hudson Highlands State Park, a scattering of residential development, a trailer park and one small hamlet center, Dutchess Junction. Located around the hamlet during the mid to late 19th century were a number of active brickworks. Denning Point was the site of successful brickyards, and a derelict industrial building is a reminder of the point's industrial past. The former Hammond Brickyard lies between the railroad and the river, to the south of Denning Point.

The hamlet was once the junction of the Hudson River Railroad with the Dutchess and Columbia Railroad. The hamlet's historic settlement pattern can be seen in the farmland/woodland relationship, although the recent sprawling pattern of residential construction has modified this and detracts from the overall scenic quality of the area.

Dutchess Manor, a residence and carriage house built in 1889 and converted to a restaurant and residence, is listed on the State and National Registers of Historic Places. The two story Second Empire style brick house was part of the estate of Francis Timoney who owned the complex of brickworks in the area. Dutchess Manor is significant for its picturesque details and is one of the most architecturally distinguished residences of its type and period in the Hudson Highlands. Its association with one of the areas most prominent brick manufacturers, a significant local industry, adds further importance to Dutchess Manor.

Another significant building within the subunit is Tioronda, an impressive Gothic Revival villa. Originally built in 1859 as a residence, the building is now a sanatorium. Tioronda is eligible for listing on the State and National and State Registers of Historic Places. The building is significant for its mid-19th century estate architecture and as an example of the work of Frederick Clarke Withers.

The presence of wildlife provides ephemeral characteristics. Contrasts of an ephemeral nature are to be found in the subunit. The dramatic effects of varying weather conditions enhance the aesthetic character of the landscape composition as storms, cloud formations, snow, mists, fog and the varying level and direction of sunlight all provide contrasts in line, shape, texture and color, enhancing the contrasts to be found in the area.

The subunit is generally well maintained. Recent urban development and the railroad tracks are minor discordant features, although they are mostly screened within the landscape and do not detract from the scenic quality of the subunit.

C. Views

The subunit offers unobstructed views of the Hudson River and Fishkill Creek. Interior views are limited by vegetation and topography. Views from the Hudson River are of the low, wooded coastal shorelands; the gently rising uplands; Denning Point and the mouth of the Fishkill Creek. These features are set against the dramatic backdrop of the Hudson Highlands, notably the North and South Beacon Mountains, Sugarloaf Mountain and Breakneck Ridge in the adjacent HH-26 Hudson Highlands State Park subunit. Positive focal points include Denning Point, Bannerman's Castle on Pollepel Island, and distant views of the Newburgh-Beacon Bridge and Sugarloaf and Storm King Mountains. Views of the large, sprawling communities of Newburgh, New Windsor and Cornwall detract from the visual quality of views across the Hudson River.

III. Uniqueness

The subunit is not unique.

IV. Public Accessibility

The land ownership pattern of large land holdings and low density development scattered throughout the subunit restricts public accessibility to the Dutchess Junction subunit. The subunit is accessible from NY Route 9D, local roads, and the Hudson River and is visible from the passenger trains that run along the shoreline. The subunit is also visible from the uplands of the adjacent HH-26 Hudson Highlands State Park subunit; the Newburgh-Beacon Bridge to the north; from Newburgh, New Windsor and Cornwall; and from subunits on the western shorelands of the Hudson Highlands SASS, notably from the scenic overlook on NY Route 218, the Old Storm King Highway. Denning Point and the Hammond Brickyard site are part of the Hudson Highlands State Park and offer potential for informal access to the Hudson River.

V. Public Recognition

The Dutchess Junction subunit is recognized by the public as part of the northern gateway to the Hudson Highlands. The historical and architectural value of Dutchess Manor has been recognized through its listing on the State and National Registers of Historic Places. Denning Point has recently been acquired by New York State for its scenic and habitat values.

VI. Reason for Inclusion

The Dutchess Junction subunit has high scenic quality. It features a variety in and contrast between many positive landscape components including rolling wooded upland, a low wooded point, the Fishkill Creek and its confluence with the Hudson River and a mix of vegetative cover. The subunit is unified by topography and woodland coverage. The subunit is accessible from local roads, and the Hudson River and is visible from surrounding subunits on both shores of the Hudson River. The subunit is recognized as part of the northern gateway to the Hudson Highlands SASS. The historical and architectural value of Dutchess Manor has been recognized through listing on the State and National Registers of Historic Places. Denning Point has recently been acquired by New York State in recognition of its access, scenic and habitat values. There

are some minor discordant features in the subunit, but these are screened from view and do not impair the scenic quality of the subunit.

Appendix D

Guidelines for Notification and Review of State Agency Actions Where Local Waterfront Revitalization Programs are in Effect

I. Purpose of Guidelines

- A. The Waterfront Revitalization of Coastal Areas and Inland Waterways Act (Article 42 of the Executive Law) and the DOS's regulations (19 NYCRR Part 600) require certain State agency actions identified by the Secretary of State to be consistent to the maximum extent practicable with the policies and purposes of approved LWRPs. These guidelines are intended to assist State agencies in meeting the statutory consistency obligation.
- B. The Act also requires that State agencies provide timely notice to the local government whenever an identified action will occur within an area covered by an approved LWRP. These guidelines describe a process for complying with this notification requirement. They also provide procedures to assist local governments in carrying out their review responsibilities in a timely manner.
- C. The Secretary of State is required by the Act to confer with State agencies and local governments when notified by a local government that a proposed State agency action may conflict with the policies and purposes of its approved LWRP. These guidelines establish a procedure for resolving such conflicts.

II. Definitions

- A. Action means:
 - 1. A "Type 1" or "Unlisted" action as defined by the State Environmental Quality Review Act (SEQRA);
 - 2. Occurring within the boundaries of an approved LWRP; and
 - 3. Being taken pursuant to a State agency program or activity which has been identified by the Secretary of State as likely to affect the policies and purposes of the LWRP.
- B. Consistent to the maximum extent practicable means that an action will not substantially hinder the achievement of any of the policies and purpose of an approved LWRP and, whenever practicable, will advance one or more of such policies. If an action will substantially hinder any of the policies or purposes of an approved LWRP, then the action must be one:
 - 1. For which no reasonable alternatives exist that would avoid or overcome any substantial hindrance;
 - 2. That will minimize all adverse effects on the policies or purpose of the LWRP to the maximum extent practicable; and
 - 3. That will result in an overriding regional or statewide public benefit.
- C. Local Waterfront Revitalization Program or LWRP means a program prepared and adopted by a local government and approved by the Secretary of State pursuant to Executive Law, Article 42; which program contains policies on the management of land, water and man-made resources, proposed land uses and specific projects that are essential to program implementation.

III. Notification Procedure

- A. When a State agency is considering an action as described in (b) above, the State agency shall notify the affected local government.
- B. Notification of a proposed action by a State agency:
 - 1. Shall fully describe the nature and location of the action;
 - 2. Shall be accomplished by use of either the State Clearinghouse, other existing State agency notification procedures or through an alternative procedure agreed upon by the State agency and local government;
 - 3. Should be provided to the local official identified in the LWRP of the local government as early in the planning stages of the action as possible, but in any event at least 30 days prior to the agency's decision on the action. (The timely filing of a copy of a completed Coastal Assessment Form with the local LWRP official should be considered adequate notification of a proposed action.
- C. If the proposed action will require the preparation of a Draft Environmental Impact Statement (DEIS), the filing of this draft document with the chief executive officer can serve as the State agency's notification to the local government.

IV. Local Government Review Procedure

- A. Upon receipt of notification from a State agency, the local government will be responsible for evaluating a proposed action's consistency with the policies and purposes of its approved LWRP. Upon request of the local official identified in the LWRP, the State agency should promptly provide the local government with whatever additional information is available which will assist the local government in evaluating the proposed action.
- B. If the local government cannot identify any conflicts between the proposed action and the applicable policies and purpose of its approved LWRP, it should inform the State agency in writing of its finding. Upon receipt of the local government's finding, the State agency may proceed with its consideration of the proposed action in accordance with 19NYCRR Part 600.
- C. If the local government does not notify the State agency in writing of its finding within the established review period, the State agency may then presume that the proposed action does not conflict with the policies and purpose of the municipality's approved LWRP.
- D. If the local government notifies the State agency in writing that the proposed action does conflict with the policies and/or purpose of its approved LWRP, the State agency shall not proceed with its consideration of, or decision on, the proposed action as long as the Resolution of Conflicts procedure established in (e) below shall apply. The local government shall forward a copy of the identified conflicts to the Secretary of State at the time when the State agency is notified. In notifying the State agency, the local government shall identify the specific policies and purposes of the LWRP with which the proposed action conflicts.

V. Resolution of Conflicts

- A. The following procedure applies whenever a local government has notified the Secretary of State and State agency that a proposed action conflicts with the policies and purposes of its approved LWRP.
1. Upon receipt of notification from a local government that a proposed action conflicts with its approved LWRP, the State agency should contact the local LWRP official to discuss the content of the identified conflicts and the means for resolving them. A meeting of State agency and local government representatives may be necessary to discuss and resolve the identified conflicts. This discussion should take place within 30 days of the receipt of a conflict notification from the local government.
 2. If the discussion between the local government and the State agency results in the resolution of the identified conflicts, then, within seven days of the discussion, the local government shall notify the State agency in writing, with a copy forwarded to the Secretary of State, that all of the identified conflicts have been resolved. The State agency can then proceed with its consideration of the proposed action in accordance with 19NYCRR Part 600.
 3. If the consultation between the local government and the State agency does not lead to the resolution of the identified conflicts, either party may request, in writing, the assistance of the Secretary of State to resolve any or all of the identified conflicts. This request must be received by the Secretary within 15 days following the discussion between the local government and the State agency. The party requesting the assistance of the Secretary of State shall forward a copy of their request to the other party.
 4. Within 30 days following the receipt of a request for assistance, the Secretary of State or a DOS official or employee designated by the Secretary, will discuss the identified conflicts and circumstances preventing their resolution with appropriate representatives from the State agency and local government.
 5. If agreement among all parties cannot be reached during this discussion, the Secretary shall, within 15 days, notify both parties of his/her findings and recommendations.
 6. The State agency shall not proceed with its consideration of, or decision on, the proposed action as long as the foregoing Resolution of Conflicts procedures apply.

RESOLUTION NO.: 182 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AMENDED SUB-RECIPIENT AGREEMENT WITH
THE NEWBURGH COMMUNITY LAND BANK FOR THE MANAGEMENT OF
THE DOWNING PARK URBAN FARM PROJECT**

WHEREAS, by Resolution No. 57-2015 of March 23, 2015, this Council accepted the City of Newburgh Five Year Consolidated Plan and the Fiscal 2015 Annual Action Plan as amended and authorized staff to submit said Plans to the U.S. Department of Housing and Urban Development; and

WHEREAS, the 2015 Action Plan as modified included an allocation of funding for the Downing Park Greenhouse Improvements Project; and

WHEREAS, by Resolution No. 134-2015 of June 15, 2015, the City Council authorized a sub-recipient agreement with the Newburgh Community Land Bank for the oversight and management of the Downing Park Greenhouse Improvements Project and provided funding in the amount of \$389,500.00 to support staffing of the Downing Park Greenhouse Improvements Project for two and one-half years beginning June 2015 and ending December 31, 2017; and

WHEREAS, the City of Newburgh wishes to amend the sub-recipient agreement with the Newburgh Community Land Bank to include the design and execution of a program of container gardening; to implement a farmers' market managed by Common Ground Farm; and increase the management fee at a total cost of \$11,645.00; and

WHEREAS, this Council has determined that approving an amendment to the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amendment to the sub-recipient agreement with the Newburgh Community Land Bank for the design and execution of a program of container gardening; to implement a farmers' market managed by Common Ground Farm; and increase the management fee at a total cost of \$11,645.00.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, entered into this _____ day of _____, 2017

BY AND BETWEEN:

NAME: NEWBURGH COMMUNITY LAND BANK

ADDRESS: P.O. Box 152, Newburgh, NY 12550

FEDERAL EMPLOYER ID #: _____

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the "SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY",

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the City and the Newburgh Community Land Bank as Sub-grantee entered into an Agreement to execute a proposal for funding program as detailed in Schedule "A" of the original Agreement with the project budget not to exceed \$389,500 as detailed in Schedule "B" of the original Agreement; and

WHEREAS, the City and the Sub-grantee wish to amend the original Agreement to include the design and execution of a program of container gardening; to implement a farmers' market managed by Common Ground Farm as detailed in Schedule "A" of this Amendment; and increase the management fee for a total project budget increase of \$11,645.00;

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

Article I. SCOPE OF SERVICES

- (1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee

will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the City Manager of the City.

(5) The Sub-grantee agrees to provide technical support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. PAYMENT BY THE CDBG PROGRAM

(1) The services of the Sub-grantee are to commence upon execution of this agreement and extending for a period from June 2015 and ending December 31, 2017.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

- (1) Upon request by the Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

- (1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.
- (2) Total payment under this Contract shall not exceed Three Hundred Eighty-Nine Thousand Five Hundred (\$389,500.00) Dollars as full payment for all services rendered by the Sub-grantee during the period of this agreement. The adopted budget of the Sub-grantee is annexed hereto as Schedule- "B".
- (3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a monthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

- (a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.
- (b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The as Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

(B) The Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by

certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt.

To the City: City Manager
 Executive Office
 83 Broadway,
 Newburgh, NY 12550

With a copy to: Michelle Kelson
 Corporation Counsel
 83 Broadway
 Newburgh NY 12550

To the Sub-grantee: Executive Director
 Newburgh Community Land Bank
 P.O. Box 152
 Newburgh, NY 12550

IN WITNESS WHEREOF, the **Sub-grantee, City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

NEWBURGH COMMUNITY LAND BANK

By_____

Title_____

Date: _____

CITY OF NEWBURGH

By_____

Michael G. Ciaravino
City Manager
Per Res. No.

Date_____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller



May 8, 2017

City of Newburgh
83 Broadway
Newburgh, NY 12550

Please find enclosed Common Ground Farm's proposal to be appointed steward of the Downing Park Farmers' Market. Common Ground Farm would like to begin stewardship in July 2017. Common Ground Farm respectfully requests funding of \$5,145.00 from the City of Newburgh by June 15th to launch its first season of the Downing Park Farmers' Market.

We have been very interested in expanding programs to Newburgh, and were made aware that the Downing Park Farmers' Market would not be hosted by the Downing Park Planning Committee as it had been in years' past. Kristy Apostolides suggested we connect with others involved in Newburgh markets to discuss how we could help the market flourish.

Established in 2001, Common Ground Farm is a non-profit organization in Beacon, NY. Currently, we steward the Beacon Farmers' Market, where we expanded market attendance, accessibility, and vendor participation since managing the market in 2016. This experience combined with our extensive community partnerships, relationships, and food justice program offerings, make Common Ground Farm a natural match for managing the Downing Park Farmers' Market.

The opportunity to provide residents of Newburgh with affordable, healthy produce and a community gathering place in the beautiful and historic Downing Park is one we take seriously, and we intend to create a self-sustaining market that is responsive to community needs.

We look forward to speaking in more detail and moving this initiative forward. Please reach out via phone or email to: Corinne McKenna, corinne@commongroundfarm.org with questions or comments.

Respectfully Submitted,

Common Ground Farm

Get Involved!

PO Box 148 Beacon, NY 12508 /// (845) 231-4424

www.commongroundfarm.org

Proposal

Downing Park Farmers' Market Newburgh, NY



Prepared by:
Common Ground Farm

Sara Sylvester, Beacon Farmers' Market Manager
market@commongroundfarm.org

Sarah Simon, Farm Director
Sarah@commongroundfarm.org

Corinne McKenna, Administrative Manager
corinne@commongroundfarm.org

May 2017

COMMON GROUND FARM

Common Ground Farm's mission is to serve our community as a model for food justice and education for people of all ages and incomes. We are a 501(c)3 non-profit growing fresh produce for food justice partnerships, farm-based education programs, and our Hudson Valley community on land at Stony Kill Farm Environmental Education Center in Wappingers Falls, NY.

Our farmers and educators are dedicated to ensuring our programs are accessible to all. Common Ground Farm donates fresh produce to people in need through local food pantries, soup kitchens, and other emergency food programs in and around Beacon.

In 2016, Common Ground Farm began managing the Beacon Farmers' Market and processes SNAP / EBT payments. In addition, Common Ground Farm has partnered with Green Teen Community Gardening Program of Cornell Cooperative Extension to host "Common Greens", a mobile farmers market that brings reduced-price, fresh & local produce to low-income neighborhoods in Beacon throughout the summer.

Common Ground Farm & The Downing Park Farmers' Market

We have thoroughly enjoyed managing these markets in Beacon, and would like to bring our knowledge and experience in market management to Newburgh. We believe Common Ground Farm is uniquely suited to the task due to our mission and farmers' market management experience, and we believe that, like Beacon, Newburgh has the size and engaged population to support a significant farmers' market.

In 2017, Common Ground Farm is also working with Affinity Health Plan to pilot a pop-up mobile market at two locations in Newburgh. CGF will be the sole vendor at these vegetable/health-oriented markets, and we feel that this market will work to complement a larger weekend multi-vendor market by appealing to all sectors of the population, similarly to how our 'Common Greens' mobile market and the Sunday Farmers' Market complement each other in Beacon. We hope these markets will make a positive impact on community health in Newburgh.

VISION AND GOALS

The ultimate goal of the market is to create a self-sufficient and profitable market that attracts a wide array of residents from the City of Newburgh and the surrounding Hudson Valley on a regular basis.

The first two years of operation will be dedicated to establishing a foundation of strong vendor relationships, professional management, building attendance, and incorporating specific wants and needs of the Newburgh community.

The purpose is to support the residents and City of Newburgh by providing a high-quality market and programming accessible to everyone, regardless of age, race, or income.

Other goals include:

- **Providing a compelling reason for locals and tourists alike to travel further into the City of Newburgh to eat and shop.** Our goal is to foster a community and culture around food and farming. We plan for this market to be a fun, resident-oriented event that will highlight Newburgh's beauty, thriving businesses, and vibrant food community. By hosting a thriving market, residents and visitors would be able to enjoy the historic treasure of Downing Park on a more regular basis. "Historically the center-pieces of urban planning, markets provide a space to purchase fresh, affordable products that reflect the diversity of a community and region. Furthermore, the very nature of the buying and selling process creates a level of socialization non-existent at a regular supermarket, transforming farmers markets from just another place to buy food to an engine for community life." (Project for Public Spaces)
- **Making fresh produce available to residents in the heart of the City of Newburgh.** The Downing Park Farmers' Market intends to provide an array of fresh fruit, vegetable, and prepared food vendors at a regular date and time to serve the many in the community who are unable to patronize existing fresh produce markets due to lack of transportation or market times.

HOW

Vibrant local space

To accomplish this, we plan to attract a critical mass of vendors and customers and to eventually incorporate entertainment and educational events into the market that will be a draw for all ages. We will reach out to local businesses, artists, and musicians to partner on entertainment, and, as a non-Newburgh based organization, we will prioritize bringing in key partners in the City of Newburgh early in the planning process to share ideas and develop programming.

Affordability

Common Ground Farm plans to employ a double-up "Greens for Greens" program which is already active at our Beacon Farmers' Market. The program allows customers who use WIC, FMNP, SNAP / EBT benefits to double the value of their benefits when purchasing fresh fruit and vegetables. Special attention will be given to educating consumers on the acceptance of food assistance program benefits and programs at the market; FMNP and WIC/FMNP are *only* accepted at farmers' markets, so many recipients lacking transportation to other area markets would now have a new outlet to receive the full benefit of their food assistance. In addition to benefiting community members, these programs would also offer a huge incentive for farmers to join the Downing Park Farmers' Market, as they would be receiving money that wouldn't otherwise be spent at the farmers' market.



DOWNING PARK FARMERS' MARKET DETAILS

Date & Location

Downing Park, Newburgh, NY

Saturdays, 10AM - 3PM

We would like the market to bring people into the park and use the comfort station and other amenities the park has to offer. We believe a location at the corner of Carpenter Ave and 3rd Street would be effective in terms of ease of access, visibility, amenities, and aesthetics. We also feel that moving the market to a weekend date will enable more residents who work during the week to attend the market, and will attract tourists, as well as complementing Newburgh's Last Saturday events once per month.

Size

In the initial year of the markets' relaunch, 2017, we intend to host seven vendors at the market, with a focus on fresh fruits & vegetables and locally produced eggs, honey, cheese, etc. We feel we can successfully leverage relationships in the farmers' market and agricultural community in Hudson Valley to attract quality vendors. Year two and three will see 20% - 30% growth in market size and vendor diversity year over year.

Ownership

Market Sponsor: Downing Park Planning Committee

Market Management: Common Ground Farm

Marketing Strategy

We intend to communicate the markets' programs and services to all members of the community by choosing a myriad of outlets including local schools, businesses, industries, and gathering places throughout the city. Common Ground Farm has many existing organizational partners within Beacon including Hudson Valley Seed, Cornell Cooperative Extension, food pantries, municipal government, and Beacon City Schools

Throughout Newburgh, we will utilize existing resources in the City including the Orange County Department of Health, Cornell Cooperative Extension, Downing Park Urban Farm, and the United Way of Dutchess-Orange to help us attract patrons to the market. Spanish marketing materials will also be distributed widely.

Outlets and marketing materials will include:

- Social Media (Facebook, Instagram)
- Postcards
- Fliers in businesses
- Signs around Newburgh Streets
- Press (Digital and Print)
- Personal calls & emails to existing and previous Beacon Farmers' Market Vendors

Analysis**Strengths**

- Beautiful location with amenities
- High visibility opportunities
- Previously existing market
- Change to a weekend date
- Common Ground Farm and Beacon Farmers' Market could leverage relationships with farmers and other vendors currently selling at Beacon Farmers' Market.

Weaknesses

- Existence of other markets and food access locations in Newburgh
- Selling vegetables and other products at a higher rate than many other markets in Newburgh could dissuade some customers.
- Previous vendors accustomed to no rental fees.

Threats

- Limited budget for operations and advertising.
- Need to secure enough paying vendors for the market to sustain itself in future years

Impact Measurement

In an effort to increase effectiveness of marketing and market services, we will conduct customer counts twice throughout the season, collect vendor data and feedback by distributing a short survey at the end of the season, and distribute a local business survey at the end of the market season. A summary of these efforts will be provided to the City of Newburgh as requested.

The aforementioned "Greens for Greens" program could also be effectively used to evaluate our marketing strategy, as coupon distribution and redemption patterns at the market can be easily tracked.

Management***Senior Market Manager / Mentor***

Duties: Leverages vendor relationships, seeks sponsorships and business partnerships, coordinates market programming, marketing, promotion, trains, oversees, and mentors market manager. Check-in with market manager at least 1 hour / week and on-site when possible.

Market Manager

Duties: The market manager will be a new hire. We would like to work with a Newburgh resident who will be on-site for market day, handles SNAP/EBT transactions, and throughout season will become more involved in vendor relations, business partnerships and weekly market operations. As the market grows, the Market Manager will receive expanded duties and compensated hours to grow market programming and community outreach.

Administrator

Process income and expenses including SNAP/EBT expenses, and aid in ascertaining business sponsorships, grants, and advertisement.

Dates & Frequency

12 Weeks

July 9 - October 8

Saturdays: 10AM - 3PM

Initial Support Needed

While our goal is to make the market a self-sustaining enterprise, some initial seed money will be necessary for operations to launch in the first year of operation.

In addition to initial support funding provided by the City of Newburgh, we would seek program sponsorship from private businesses in year 1 for value-added programming such as music, crafts, and workshops, and will seek business sponsorship for both general operations and value-added programming in year 2 and 3.

Operational Budgets

YEAR 1	12 Weeks
Market Manager Expenses	Projected Totals
Senior Market Manager salary (5 hr/week @\$20/hr)	\$1,200
Market Manager salary (8 hr/week @\$15/hr)	\$1,440
Vendor Enrollment & Market Logistics (15 hours @ \$20/hr)	\$300
Market Manager Identification (10 hours @ \$20/hr)	\$200
Market Manager Training (5 hours @ \$20/hr)	\$100
Administration & Bookkeeping (2 hr/week @\$20/hr)	\$480
Supplies (table, tent, administrative)	\$500
Marketing:	
Signs (3 @\$100)	\$300
Fliers & Event Postcards	\$200
Website Domain & Hosting	\$225
Creation of Marketing Materials (10 hours @\$20/hr)	\$200
Subtotal expenses	\$5,145

YEAR 2	12 Weeks
Market Manager Expenses	Projected Totals
Senior Market Manager salary (5 hr/week @\$20/hr)	\$1,200
Market Manager salary (12 hr/week @\$15/hr)	\$2,160
Vendor Enrollment & Market Logistics (10 hours @ \$20/hr)	\$200
Administration & Bookkeeping (2 hr/week @\$20/hr)	\$480
Supplies (table, tent, administrative)	\$500
Marketing:	
Signs (3 @\$100)	\$300
Fliers & Event Postcards	\$300
Website Domain & Hosting	\$225
Music (12 weeks @ \$100 per week)	\$1,200
Creation of Marketing Materials (5 hours @\$20/hr)	\$100
Subtotal expenses	\$6,665
Market Income	
Rent revenue - summer (10 tents, 12 weeks @ \$15/tent)	\$1,800
Subtotal Revenue	\$1,800

Operational Budgets, cont.

YEAR 3	12 Weeks
Market Manager Expenses	Projected Totals
Senior Market Manager salary (5 hr/week @\$20/hr)	\$1,200
Market Manager salary (15 hr/week @\$15/hr)	\$2,700
Vendor Enrollment & Market Logistics (10 hours @ \$20/hr)	\$200
Administration & Bookkeeping (2 hr/week @\$20/hr)	\$480
Supplies (table, tent, administrative)	\$500
Marketing:	
Signs (3 @\$100)	\$300
Fliers & Event Postcards	\$300
Website Domain & Hosting	\$225
Music (12 weeks @ \$100 per week)	\$1,200
Creation of Marketing Materials (5 hours @\$20/hr)	\$100
Subtotal expenses	\$7,205
Market Income	
Application fee (@10/vendor, 25 estimated vendors)	\$250
Rent revenue - summer (10 tents, 12 weeks @ 25/tent)	\$3,000
Subtotal Revenue	\$3,250

Next Steps

- Securing initial investment
- Amending appropriate insurance policies.
- Approaching vendors and distributing / processing applications
- Hiring Market Manager
- Recruiting any necessary volunteers; forming market committee
- Publicizing re-launch of market to public in Newburgh and beyond

Thank you for your time & consideration.

RESOLUTION NO.: 183 - 2017

OF

JULY 10, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 44 JOHNES STREET, UNIT 211-J (SECTION 58, BLOCK 1, LOT 1.-21)
AT PRIVATE SALE TO PAUL KAHN FOR THE AMOUNT OF \$27,500.00**

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 44 Johnes Street, Unit 211-J being more accurately described as Section 58, Block 1, Lot 1.-21 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 13, 2017, 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>
44 Johnes Street, Unit 211-J	58 - 1 - 1.-21	Paul Kahn	\$27,500.00

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 of Sale

44 Johnes Street, Unit 211-J, City of Newburgh

(58-1-1.-21)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the 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.
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 October 13, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, water and sanitation charges, 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 ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the 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. 184 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 1 LINCOLN TERRACE (SECTION 21, BLOCK 4, LOT 7)
SOLD AT PRIVATE SALE TO VICTORIA GALLO**

WHEREAS, by Resolution No.: 212-2016 of August 8, 2016, the Council of the City of Newburgh, New York, authorized the sale of 1 Lincoln Terrace (Section 21, Block 4, Lot 7) to Victoria Gallo; and

WHEREAS, by Resolution No.: 334-2016 of December 12, 2016, the Council of the City of Newburgh, New York, authorized an extension of time to close until February 28, 2017 to resolve outstanding title issues in order for the purchaser to secure a standard form policy of title insurance; and

WHEREAS, by Resolution No.: 62-2017 of March 13, 2017, the Council of the City of Newburgh, New York authorized an extension of time to close until June 28, 2017 to complete the resolution of outstanding title issues in order for the purchaser to secure a standard form policy of title insurance;

WHEREAS, the title issues have been resolved and a short extension of time is required to complete the closing of title; and

WHEREAS, this Council has determined that granting a further extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 1 Lincoln Terrace (Section 21, Block 4, Lot 7) is hereby authorized until August 31, 2017.

RESOLUTION NO.: ____185____-2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING A SATISFACTION OF MORTGAGE FROM 156 THIRD STREET LLC TO THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY, A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO NEIGHBORS UNITED FOR JUSTICE IN HOUSING, AND A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO 156 THIRD STREET LLC, ALL TO THE PREMISES KNOWN AS 154 THIRD STREET (f/k/a 156 THIRD STREET) (SECTION 18, BLOCK 10, LOT 10)

WHEREAS, on July 23, 1999, 156 Third Street LLC granted a mortgage to Newburgh Community Development Agency; and

WHEREAS, on November 15, 2001, said mortgage was assigned to the City of Newburgh; and

WHEREAS, on July 3, 2017, said mortgage was paid in full; and

WHEREAS, on November 6, 1992, the City of Newburgh conveyed property located at 154 Third Street (f/k/a 156 Third Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 10, to Neighbors United for Justice in Housing; and

WHEREAS, on February 26, 1998, the City of Newburgh took back title to the property in a tax foreclosure sale; and

WHEREAS, on March 30, 1999, the City of Newburgh conveyed the property to 156 Third Street LLC; and

WHEREAS, The Brotherhood of Saint Joseph, by their attorney, has requested a release of the restrictive covenants contained in the deeds from the City of Newburgh to Neighbors United for Justice in Housing and from the City of Newburgh to 156 Third Street LLC; and

WHEREAS, the statute of limitations for enforcing the deed covenants contained in the 1992 deed from the City of Newburgh to Neighbors United for Justice in Housing and the 1999 deed from the City of Newburgh to 156 Third Street LLC have both expired; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development that such release be granted; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a Satisfaction of Mortgage and a release of restrictive covenants contained in the aforementioned deeds in substantially the same form as annexed hereto and made a part of this resolution.

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 July 23, 1999, made by 156 Third Street LLC to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$10,000.00, and duly recorded in the office of the Orange County Clerk's Office on July 28, 1999 in Liber 7344 at page 314; 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 recording in the Orange County Clerk's Office on November 22, 2010, in Liber 13085 at page 869, and

which mortgage has not been further assigned of record.

Dated: _____, 2017 CITY OF NEWBURGH

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

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

On the _____ day of _____, 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:

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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 186 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF STATE
LOCAL WATERFRONT REVITALIZATION PROGRAM GRANT THROUGH
THE 2017 CONSOLIDATED FUNDING APPLICATION IN AN AMOUNT
NOT TO EXCEED \$270,000.00 WITH A FIFTEEN PERCENT MATCH
FOR FINAL DESIGN AND PERMITTING FOR THE RECONSTRUCTION
OF THE NEWBURGH LANDING DOCK**

WHEREAS, the City of Newburgh has undertaken the reconstruction of the Newburgh Landing Dock; and

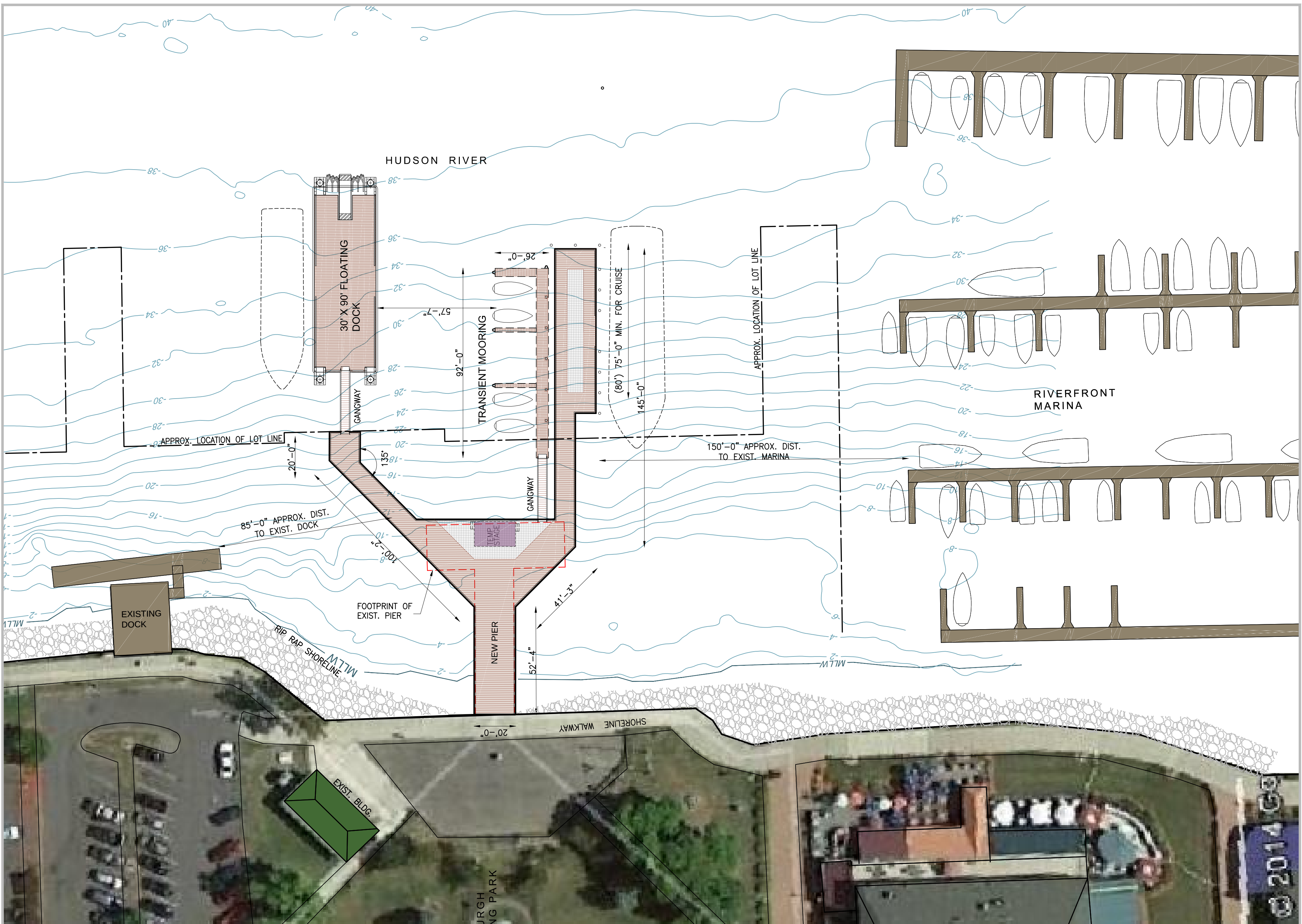
WHEREAS, the New York State Department of State's Local Waterfront Revitalization Program (LWR Program) provides grants on a competitive basis to eligible villages, towns, cities, and located along New York's coasts or designated inland waterways to revitalize communities and waterfronts through planning, design, and construction projects, with design and construction tied to prior planning; and

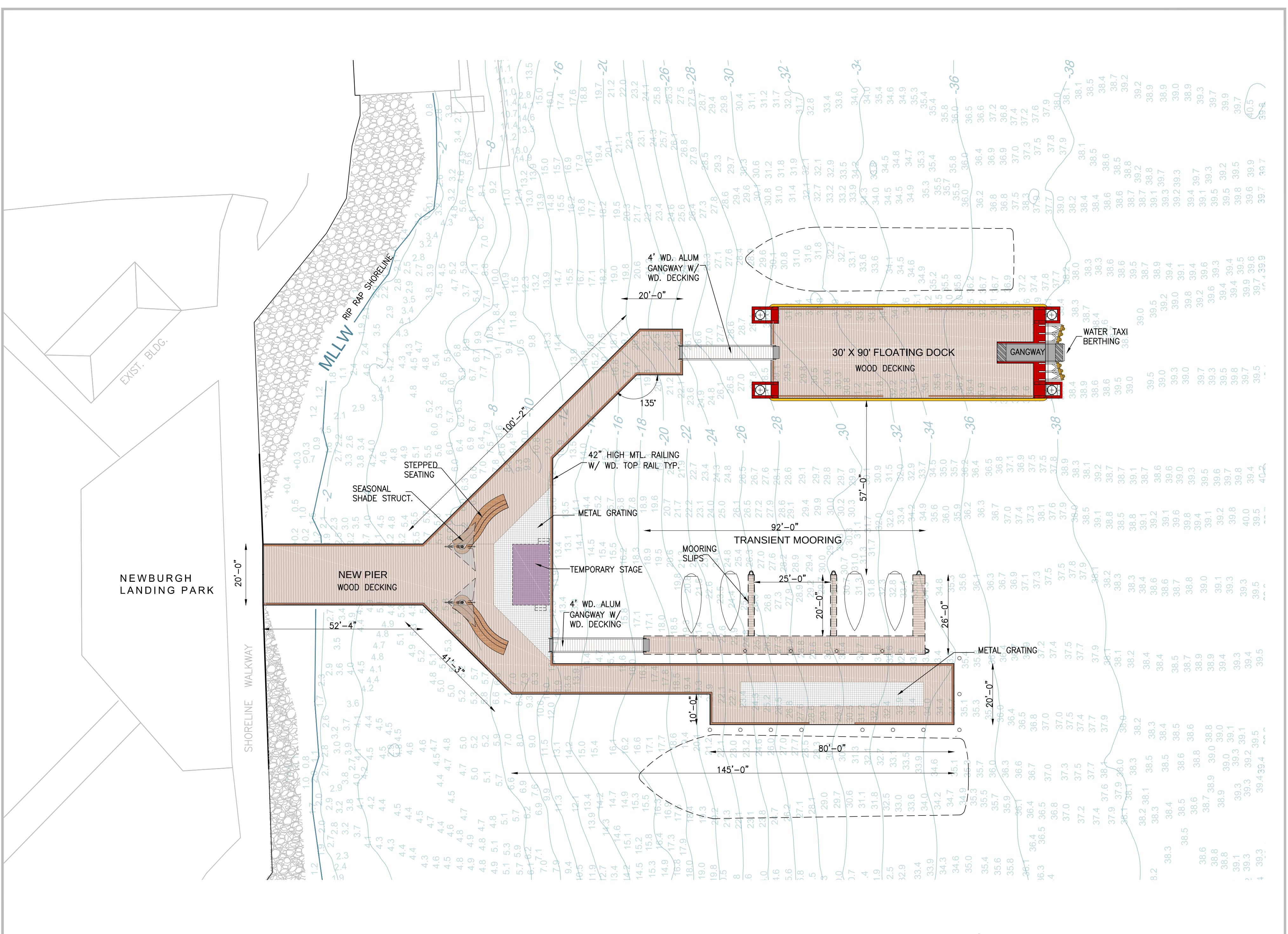
WHEREAS, the City of Newburgh is a qualified applicant under this LWR Program and is eligible for a 15 percent match; and

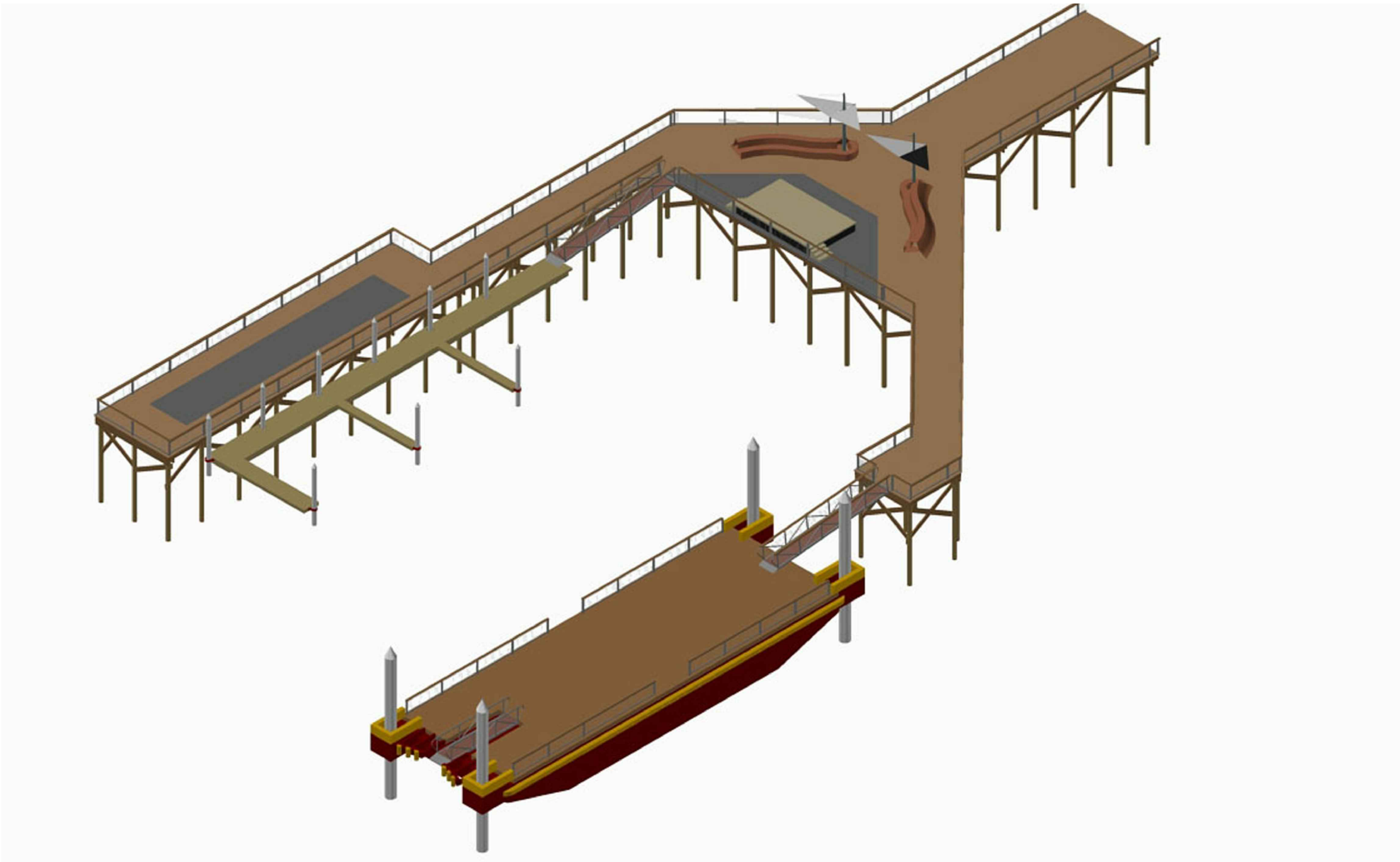
WHEREAS, the City of Newburgh has completed a number of development tasks for the reconstruction of the Newburgh Landing Dock and is seeking funding for the final design and permitting phase of the project which has a total cost of \$270,000.00; and

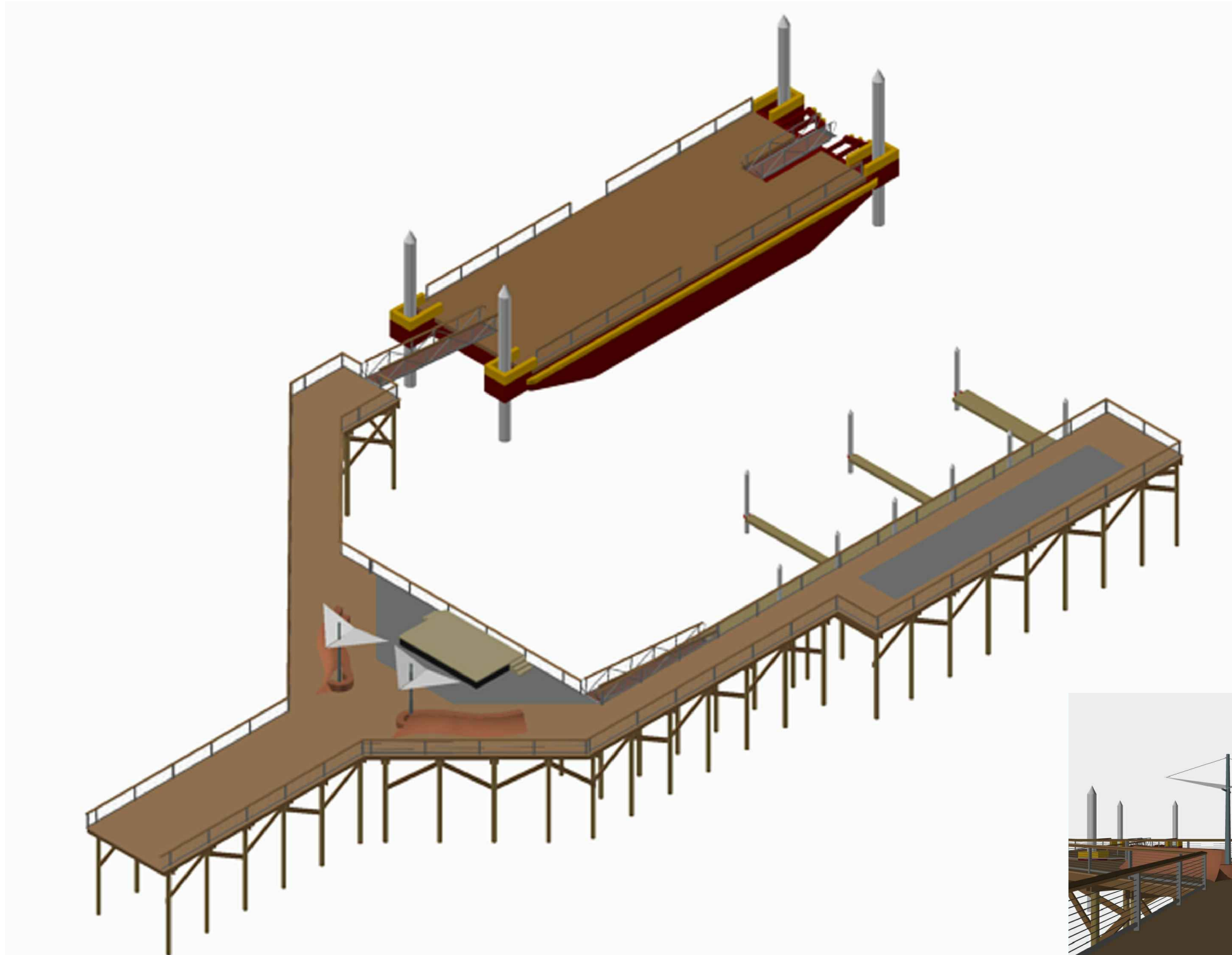
WHEREAS, the City has identified the LWR Program for funding to complete the final design and permitting phase of the reconstruction project with the match to be derived from the 2018 Budget or other funding sources; and

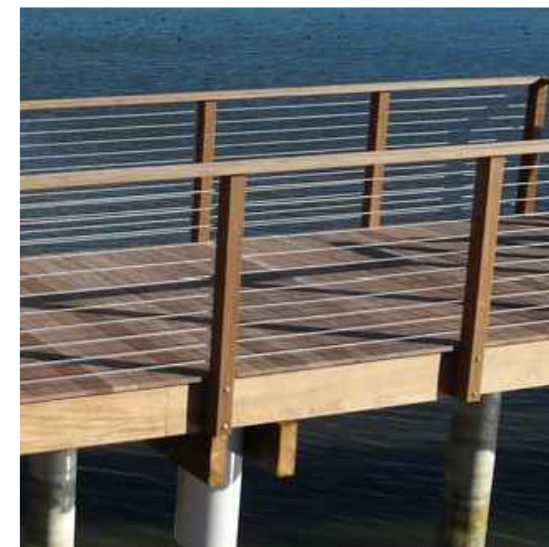
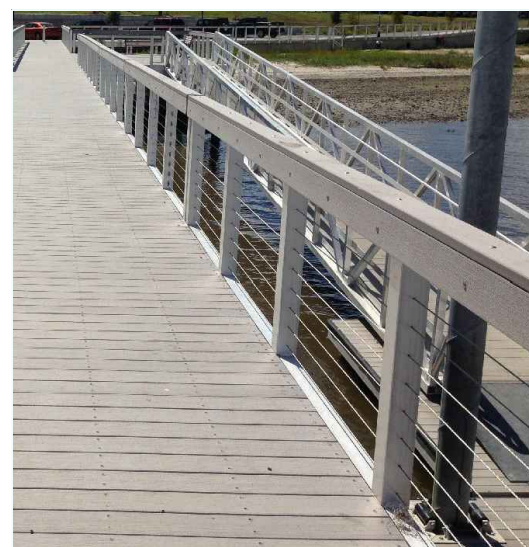
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of State Local Waterfront Revitalization Program grant through the 2017 Consolidated Funding Application in an amount not to exceed \$270,000.00 with a fifteen percent match to fund the final design and permitting phase of the Newburgh Landing Dock Reconstruction Project; 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.

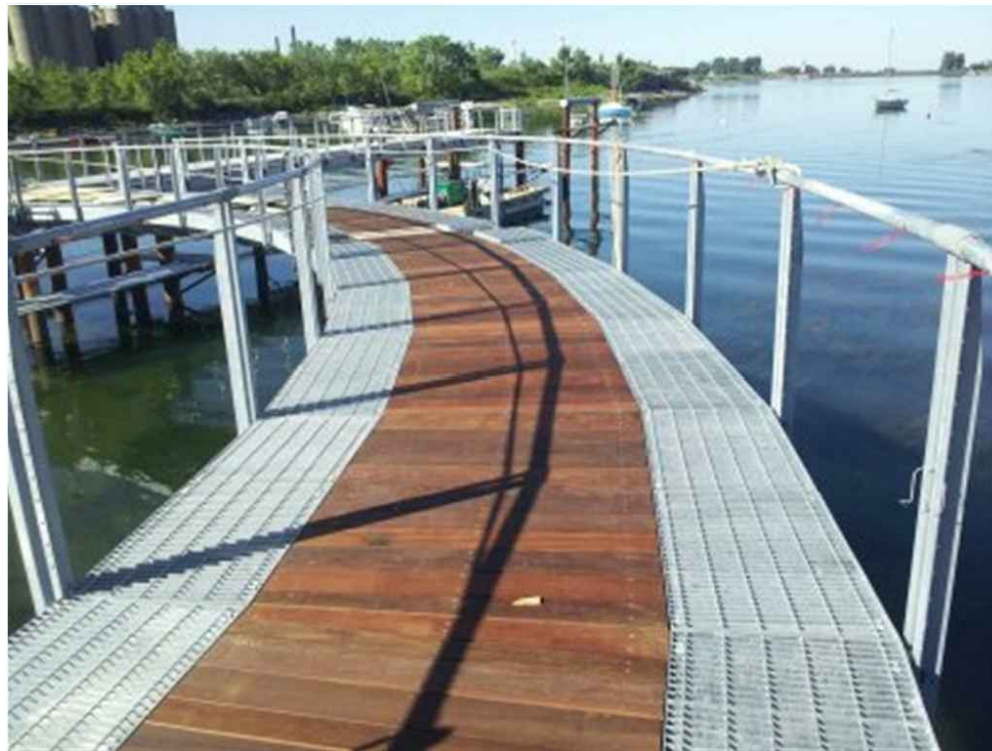




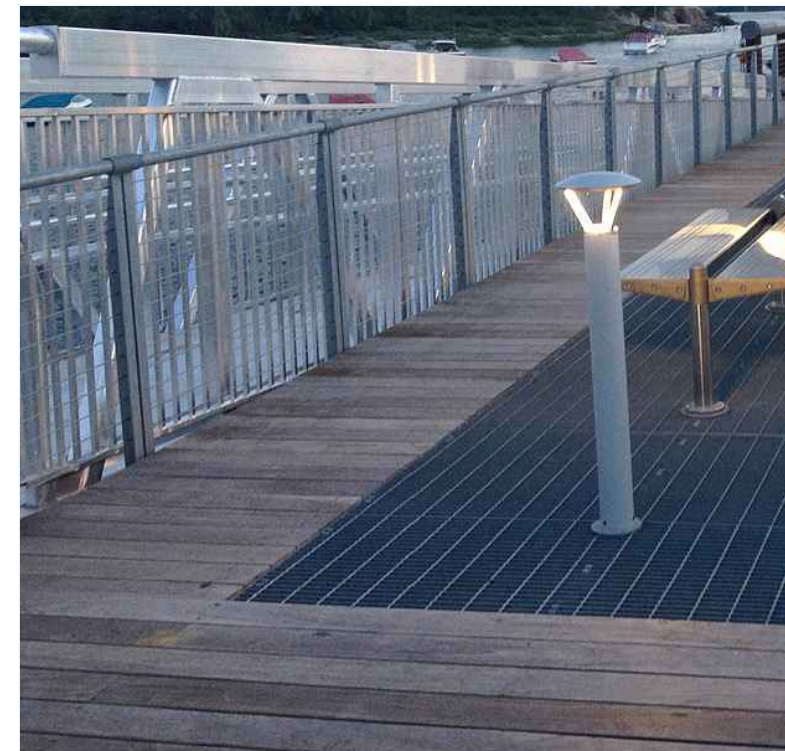








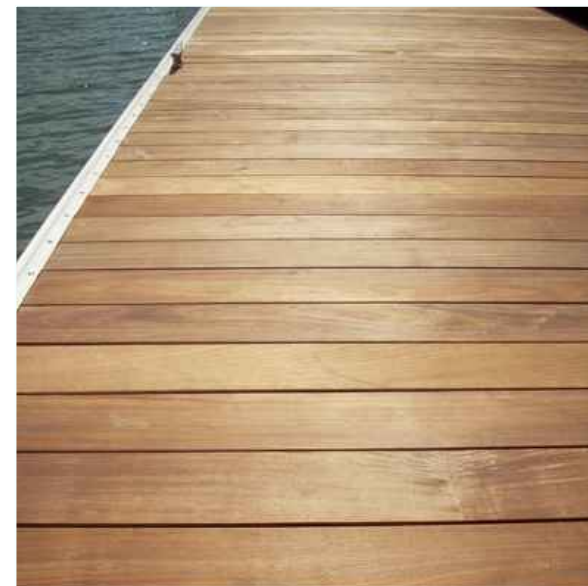
COMBINATION OF WOOD DECKING AND METAL GRATING



COMBINATION OF WOOD DECKING AND METAL GRATING



CONTINUOUS WOOD STEPPED SEATING





Waterfront Revitalization

Department of State - Local Waterfront Revitalization Program

Funding Available: Up to \$15.2 million

Description:

The Department of State's (Department) Local Waterfront Revitalization Program provides grants on a competitive basis to eligible villages, towns, cities, and counties (with the consent and on behalf of one or more villages, towns, cities) located along New York's coasts or designated inland waterways to revitalize communities and waterfronts through planning, design, and construction projects, with design and construction tied to prior planning (must have an approved Local Waterfront Revitalization Program or relevant component substantially completed). Construction projects also must be on public property, or where a permanent public interest, such as conservation easement, has been established. This is a reimbursement program.

State assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department.

Eligible Types of Applicants:

Eligible applicants are villages, towns, or cities, and counties (with the consent and on behalf of one or more towns, villages, or cities) which are located along New York's coasts or inland waterways designated pursuant to Executive Law, Article 42. A list of coastal water bodies and designated inland waterways is available at <http://www.dos.ny.gov/funding/>. Applicants may also partner with other organizations; however, only applications from eligible applicants will be evaluated for funding. If successful, all applicable procurement requirements must be met for such partnerships. Applications submitted by not-for-profit organizations (including, but not limited to, community-based organizations, neighborhood groups) and for-profit organizations are ineligible and will not be scored.

Eligible applicants working in partnership with neighboring municipalities to address regional land use, waterfront revitalization, community development, and resource and/or environmental issues or opportunities are encouraged to apply. Only the municipality identified as the applicant (one village, town, or city, or a county with the consent and on behalf of one or more villages, towns, cities) will be awarded a contract.

- For general planning needed to advance any of the eligible activities listed below, an applicant must be a village, town, city, or county with the consent and on behalf of one or more towns, villages, or cities located along New York's coast or a designated inland waterway.
- For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an applicant must be a village, town, city, or county with the consent and on behalf of one or more towns, villages, or cities, currently preparing a LWRP or component, or with an approved LWRP or component.
- For construction of projects needed to advance eligible activities, an applicant must be a village, town, city with an approved LWRP or the relevant LWRP component substantially completed, or a county with the consent and on behalf of one or more eligible town, village, or city with an approved LWRP or relevant LWRP component substantially completed.

Applicants that have been awarded Department grants in the past should have demonstrated responsible contracting with the Department to be eligible for an award from this procurement.

Amendments cannot be made to the original contracted scope of work, for example, applicants that receive funding for general planning or for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

Eligible Activities / Program Benefit Requirements:

Local Waterfront Revitalization Program Grant Funding will be available for program planning, feasibility, design, or marketing of specific projects, and construction projects, to advance the preparation or implementation of strategies for community and waterfront revitalization through the following grant categories:

- Preparing or Implementing a Local Waterfront Revitalization Program (LWRP)
- Updating an LWRP to Mitigate Future Physical Climate Risks
- Redeveloping Hamlets, Downtowns and Urban Waterfronts
- Planning or Constructing Land and Water-based Trails
- Preparing or Implementing a Lakewide or Watershed Management Plan
- Implementing a Community Resilience Strategy
- Celebrating the Bicentennial of the Erie Canal - Improving Public Waterfront Access for Canal Communities

Eligible Costs:

Costs must be adequately justified and directly support the project. Proposed total project costs must be essential to project completion. Grant funds may be used for the following costs:

- Personal Services – including direct salaries, wages, fringe benefits for activities related to project work by municipal employees, including project management, capacity building, and grant administration
- Non-Personal Services – including supplies and materials, travel, equipment, consultant/contractual services for direct project related costs, project management, capacity building, limited grant administration, and other goods and services.

NOTE: Project management activities may include, but are not limited to, oversight and coordination of tasks needed to produce contracts deliverables, coordination of Project Advisory Committee activities, consultant procurement and oversight, public outreach and providing technical assistance. Project management may include providing local and/or regional capacity to advance revitalization goals.

NOTE: Capacity building may include: investment in existing staff, such as training, purchasing equipment or automating systems that will improve a community's ability to carry out projects and/or deliver programs funded under this RFA; or developing organizational capacity, such as through creating and recruiting new positions to oversee revitalization efforts.

NOTE: Grant administration activities may include, but are not limited to, preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting requirements. Grant administration may not exceed 15% of the award amount or \$50,000, whichever is less.

NOTE: Land acquisition – land acquired (e.g., purchase or donation) may only be used as local match for construction projects. Land acquired must directly support the project and be acquired within three years prior to the contract start date or within the executed contract term. A map identifying the property, current appraisal report and copy of the recorded deed conveying title will be required to document property value and ownership.

Ineligible Costs:

The following costs are ineligible costs and will neither be reimbursed with grant funds nor accepted as the required local match:

- Indirect or overhead costs of the municipality, such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation. However, volunteer services contributed by these officials to the project may be used as local match, provided that such services are outside the performance of their official duties
- Fund raising events/expenses
- Federal assistance
- Other Environmental Protection Fund awards
- Land acquisition (except as noted above)
- Taxes, insurance, fines, deficit funding
- Bond interest and associated fees
- Contingency costs
- Lobbying expenses
- Costs incurred prior to the contract start date
- Costs that are not adequately justified or that do not directly support the project

Ineligible costs will be eliminated from the total project costs in the grant application.

Pre-Application Requirements:

None. However, informational public workshops will be held (see below under additional resources).

Successful Applicant Requirements:**New York State Grants Gateway**

Grant applicants are encouraged to register through the New York State Grants Gateway. To register, log on to <http://grantsreform.ny.gov>.

Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with the Department of State which includes this Request for Applications, the successful applicant's proposal, an agreed upon work program, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Attachment A along with Article 15-A of the New York Executive Law. The contract will be: 1) subject to approval by the Attorney General and State Comptroller; 2) required to submit final products in both hard copy and electronic format; 3) subject to payment only upon proper documentation and compliance with reimbursement procedures; and all other contractual requirements. (A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.)

To ensure that funds are awarded to applicants that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within a reasonable amount of time. There will be no contract advance available to grantees. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department of State that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Record Retention and Audits

The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records documents, receipts, accounts, and other evidence directly pertinent to its performance under Master Contract with the Department of State. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority or Women-Owned Business Enterprise Participation

Successful applicants will be required to comply with the requirements of Article 15-A of the New York State Executive Law. For purposes of this solicitation, the Department has established an overall goal of 30% for MWBE participation. If your project is selected for an award, you will be required to comply with all the contractual requirements, including demonstrating that a good faith effort is made to meet the goals for certified MWBE firms participation as stated in your contract and in accordance with Article 15-A.

For additional detail, the Contractor Requirements And Procedures For Participation By New York State-Certified Minority And Women-Owned Business Enterprises, Equal Employment Opportunities For Minority Group Members And Women, And Service-Disabled Veteran-Owned Businesses can be viewed at: <http://www.dos.ny.gov/funding>.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start of the project. No extensions are anticipated. The earliest start date of contracts is April 1, 2017. Upon request by the grant recipient, with a showing of good cause, the contract start date may be set to a date in the future not to exceed 12 months beyond the contract execution date. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis. To ensure timely completion, the Department encourages submission of an application for a discrete phase (e.g. planning, design, construction) of a project.

Satisfactory Progress

It is imperative that the grant recipient complete the project as set forth in the agreed upon work program and individual monitoring plan. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, designs, permit applications, reports, or other tasks identified in the work program within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving an executed contract and will not be able to complete the project within the time period cited in the application.

Other Grant Requirements for Construction Projects

Grant funded work must be done on public property or where there is a permanent public interest established, such as a conservation easement, and the predominant purpose is to provide a public benefit. Property where improvements are made must remain available to the public and provide direct public benefit for the intended useful life of the project. Property sold or transferred prior to the useful life may require that grant funds are returned to the Department.

Projects intended to be open to the public must be open to the general public and not limited to residents of the municipality receiving a grant. Signage to this effect must be provided at these sites.

It is required that project design and construction be undertaken under the supervision of an architect and/or engineer licensed to practice in the State of New York. In addition, proper certification from a licensed architect or engineer, as appropriate to the task, will be required for the preparation of designs and specifications and for the submission of as-built plans upon completion of the project.

Prior to the start of construction, the successful applicant will be required to install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign will need to remain in place for the useful life of the improvements undertaken.

In addition to responsibility for compliance with local regulations, the grant recipient is responsible for complying with applicable State and Federal regulations, including, but not limited to:

- State Environmental Quality Review Act
- State Freshwater and Tidal Wetlands Acts
- US Army Corps of Engineer permits
- Coastal Erosion Hazards Areas Act
- Floodplain Management criteria
- State and Federal laws and regulations for Historic Preservation
- Coastal Zone Management Act (federal)

Grantees will be expected to provide quarterly reports, request reimbursement using forms provided by the Department, and complete a final project summary report and measurable results form.

Funding Priorities:

Projects that revitalize communities and waterfronts and also advance the Downtown Revitalization Initiative, REDC Opportunity Agenda, or Veterans Initiative.

Application Evaluation Criteria:

Applications will be reviewed according to the specific criteria presented below.

Minimum Criteria:

Eligible applicants are villages, towns, or cities, and counties with the consent and on behalf of one or more towns, villages, or cities which are located along New York's coasts or designated inland waterways. Failure to meet this criterion will result in immediate disqualification of the application, which will not be further evaluated.

Program Criteria (maximum of 80 points):

Applications will be evaluated to assess the degree to which they meet the following program criteria:

- Vision (maximum of 4 points)
- Process (maximum of 8 points)
- Strategies (maximum of 24 points)
- Implementation (maximum of 12 points)
- Leveraging (maximum of 8 points)
- Performance Measures (maximum of 4 points)
- Evaluation of Budget and Cost (maximum of 20 points)

Regional Economic Development Council Endorsement (maximum of 20 points):

Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as "endorsement standards," and will assign each project a single score of 20, 15, 10, 5 or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at <https://regionalcouncils.ny.gov/>.

Award Method:

A total score of 100 points is possible for any application, of which up to 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement.

The Department will fund the highest scoring applications until the allocated funds are exhausted. Approximately \$15.2 million is anticipated for awards for this procurement, with up to \$2 million for updates to existing LWRPs to mitigate future physical climate risks.

Eligible Area, City, County Population Limits or Population Target Types:

Approximately \$10,000,000 will be awarded for projects which are in, or primarily serve, areas where demographic and other relevant data demonstrate that the areas are: densely-populated and have sustained physical deterioration, decay, neglect, or disinvestment, or where a substantial proportion of the residential population is of low income, or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities.

Matching Fund Requirements:

Local Match: State assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department.

The total eligible cost of the project is the total of costs set forth in the grant application, less any federal assistance and other state assistance from the Environmental Protection Fund. In addition, the Environmental Protection Fund grants provided under this program may not be used as the local match for any federal grants without explicit permission from the Department. State assistance payments will be made to grant recipients based on actual expenditures for eligible costs up to the amount of the grant awarded.

Explicit demonstration of local match is required at the time of application. Failure to fully demonstrate this match (the amount, type and source) within the application may result in a reduced award amount or in the disqualification of the application.

Additional Resources:

The Request for Applications is available on the Department of State's website: <http://www.dos.ny.gov/funding>. Updates and/or modifications to the Request for Applications, along with answers to written questions received, will be posted on the Department of State's website.

Pre-application workshops will be held at several locations around the State. The workshop schedule and further information are available at <http://regionalcouncils.ny.gov/>. All those who would like to have the application process explained or have process-related questions are encouraged to attend.

For general questions on this grant program, please submit written questions by email to opd@dos.ny.gov or New York State Department of State, Office of Planning and Development, Attn: LWRP RFA Questions, 99 Washington Avenue, Suite 1010, Albany, New York 12231.

RESOLUTION NO.: 187 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT
URBAN AND COMMUNITY DEVELOPMENT PROGRAM
STRATEGIC PLANNING AND FEASIBILITY STUDIES GRANT
THROUGH THE 2017 CONSOLIDATED FUNDING APPLICATION
IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR STRATEGIC PLANNING AND
MANAGEMENT OF THE CITY OF NEWBURGH COMPREHENSIVE PLAN**

WHEREAS, the New York State General City Law Section 28-a requires the City of Newburgh to adopt and periodically review a Comprehensive Master Plan; and

WHEREAS, the New York State Urban Development Corporation d/b/a Empire State Development (ESD) Urban and Community Development Program promotes economic development in New York State by encouraging economic and employment opportunities and stimulating development of communities and urban areas with a preference for projects located in highly distressed communities and provides working capital grants of up to \$100,000.00 each to support strategic development plans for a city, county or municipality; and

WHEREAS, the City of Newburgh is a qualified applicant under the ESD Urban and Community Development Program; and

WHEREAS, the City of Newburgh proposes to review and update its Comprehensive Master Plan by 2018; and

WHEREAS, the City has identified the ESD Urban and Community Development Program for funding for Strategic Planning and Feasibility Studies for the review and update to the Comprehensive Master Plan and 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 New York State Urban Development Corporation d/b/a Empire State Development Urban and Community Development Program grant through the 2017 Consolidated Funding Application process in an amount not to exceed \$100,000.00 to fund Strategic Planning and Management of the review and update to the Comprehensive Master Plan; 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.

RESOLUTION NO.: 187 - 2016

OF

JULY 11, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT
URBAN AND COMMUNITY DEVELOPMENT PROGRAM GRANT
THROUGH THE CONSOLIDATED FUNDING APPLICATION PROCESS
IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR STRATEGIC PLANNING
AND MANAGEMENT OF THE CITY OF NEWBURGH COMPREHENSIVE PLAN

WHEREAS, the New York State General City Law Section 28-a requires the City of Newburgh to adopt and periodically review a Comprehensive Master Plan; and

WHEREAS, the New York State Urban Development Corporation d/b/a Empire State Development (ESD) Urban and Community Development Program promotes economic development in New York State by encouraging economic and employment opportunities and stimulating development of communities and urban areas with a preference for projects located in highly distressed communities and provides working capital grants of up to \$100,000.00 each to support strategic development plans for a city, county or municipality; and

WHEREAS, the City of Newburgh is a qualified applicant under the ESD Urban and Community Development Program; and

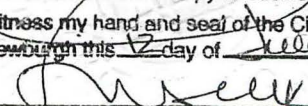
WHEREAS, the City of Newburgh proposes to review and update its Comprehensive Master Plan by 2018; and

WHEREAS, the City has identified the ESD Urban and Community Development Program for funding for Strategic Planning and Management of the review and update to the Comprehensive Master Plan and 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 New York State Urban Development Corporation d/b/a Empire State Development Urban and Community Development Program grant through the 2016 Consolidated Funding Application process in an amount not to exceed \$100,000.00 to fund Strategic Planning and Management of the review and update to the Comprehensive Master Plan; 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.

I, Lorene Vitok, 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 July 12
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12 day of July 2016


City Clerk

RESOLUTION NO.: ____188____ - 2017

OF

JULY 10, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF
THE ORANGE COUNTY WATER AUTHORITY FOR A
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
WATER QUALITY IMPROVEMENT PROGRAM GRANT
TO STUDY POTENTIAL LAND ACQUISITION IN THE DRINKING WATERSHED
OF THE CITY OF NEWBURGH**

WHEREAS, the New York State Department of Environmental Conservation Water Quality Improvement Project Program is a competitive state-wide reimbursement grant program open to local governments for projects that directly address land acquisition projects for source water protection; and

WHEREAS, the Orange County Water Authority, in conjunction with the Orange County Land Trust and the Hudson Highlands Land Trust, intends to apply for grant funding under the New York State Department of Environmental Conservation Water Quality Improvement Project Program through the Consolidated Funding Application process to fund a study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh; and

WHEREAS, the City Council finds that supporting the Orange County Water Authority's study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh is in the best interests of the City of Newburgh and its future development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the 2017 Consolidated Funding Application of the Orange County Water Authority, in conjunction with the Orange County Land Trust and the Hudson Highlands Land Trust, to the New York State Department of Environmental Conservation Water Quality Improvement Project Program to fund a study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh.

New York State Department of Environmental Conservation (DEC) – Water Quality Improvement Project Program

Funding Available: Up to \$87 million

Description

The Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program open to local governments and not-for-profit corporations for implementation projects that directly address documented water quality impairments or protect a drinking water source. This grant program requires recipients to provide 15% of the award amount as a local share of the project for high priority Wastewater Treatment Improvement projects; 25% of the award amount as a local share of the project for Non-agricultural Nonpoint Source Abatement and Control, Land Acquisition for Source Water Protection, Salt Storage, Aquatic Habitat Restoration, and Municipal Separate Storm Sewer System projects; and 60% of the award amount as a local share of the project for General Wastewater Infrastructure Improvement projects.

Additional Resources

The RFA is available on the Department of Environmental Conservation's (Department's) website: <http://www.dec.ny.gov/pubs/4774.html>. Updates and/or modifications to the RFA, along with answers to questions received, will be posted on the Department's website. Questions should be submitted to user.water@dec.ny.gov no later than July 10, 2017.

Pre-application workshops will be held around the State. The workshop schedule along with additional information is available at <http://regionalcouncils.ny.gov/>. All those who would like to have the application process explained or have process-related and/or grant-related questions are encouraged to attend.

Funding

The Department anticipates having up to \$87 million available for WQIP projects, including up to \$1 million available for projects to abate nitrogen loading in Long Island.

The Department may potentially receive additional funding for qualifying projects (e.g., wastewater treatment, nonpoint source abatement and control, aquatic habitat restoration) located in Nassau and Suffolk counties. Should such funding become available, the Department reserves the right to award funding for scored and ranked projects, consistent with the method of award described in this grant opportunity. In addition, the Department may potentially receive additional funding for qualifying beach restoration projects. Should such funding become available, the Department reserves the right to award funding for scored and ranked projects, consistent with the method of award described in this grant opportunity.

Eligible Types of Applicants

Generally, applicants meeting the following criteria are eligible for WQIP funds. There is some variability among eligible applicants for specific project types. Applicant eligibility

criteria is more clearly identified under each specific WQIP project type contained in this Request for Applications (RFA).

- Municipalities
- Municipal corporations
- Regulated traditional Municipal Separate Storm Sewer Systems (MS4s)
- Soil and water conservation districts
- Not-for-profit corporations, (**Only** land acquisition for source water protection projects OR aquatic habitat restoration projects)

The “Legal Name of Applicant” listed in the application must be the name of the entity that will enter into the contract if awarded. The Legal Name of Applicant field should not list an individual. Be sure to select the correct entity that is applying for the grant because the name cannot be switched in any way (i.e. change from the County to the County Office of Planning) after award.

Applicants who have demonstrated poor management of past WQIP contract(s) will not be funded in Round 14. Also applicants who have not previously been awarded a WQIP grant but whose Round 14 application does not demonstrate the experience and ability to carry out the project will not be funded in Round 14.

Projects must have secured at least some of the necessary approvals and be ready to proceed with project implementation to be funded.

Projects that include ineligible activities will be deemed ineligible. See individual project types for a list of ineligible activities for each project type.

All municipalities and soil and water conservation districts must register in the NYS Grants Gateway to be eligible for this grant (<http://grantsreform.ny.gov>).

All not-for-profits must register and prequalify in the NYS Grants Gateway by the due date of this application to be eligible for this grant (<http://grantsreform.ny.gov>).

Eligible Types of Projects

- Wastewater Treatment Improvement
- Non-agricultural Nonpoint Source Abatement and Control
- Land Acquisition Projects for Source Water Protection
- Salt Storage
- Aquatic Habitat Restoration
- Municipal Separate Storm Sewer Systems (MS4s)

Ineligible WQIP Projects

- Application proposals that do not address water quality impairment or protect a drinking water source

- If the property is not owned by the applicant – a formal written agreement between the applicant and landowner which allows the applicant access to the property, and represent the landowner, to accomplish the proposed project.

Grant/Match Fund Split

Grant funds are available for up to 75 percent of the total project costs. Applicants must provide match funds of at least 25 percent of the requested grant amount.

Eligible Costs

Eligible grant and match costs include personal services (e.g. salary, fringe); and non-personal services (e.g. contractual services, travel, equipment operating expenses, etc.) incurred by the awardee to implement the project. The following categories of costs are considered eligible:

- Construction
- Construction inspection
- Planning and Design (cannot exceed 20% of award amount)

Costs must be incurred within the start and end date of the contract to be eligible. The start date of the contract can be no earlier than May 1, 2017.

Ineligible Costs

The following costs are NOT eligible for match or grant reimbursement:

- Projects with planning and design costs in excess of 20% of the award amount
- Construction oversight
- Land purchases
- Indirect costs (e.g. space/property rent, utilities, and other office supplies)
- Administrative costs
- Legal fees
- Costs incurred outside the start and end date of the contract
- Costs associated with grant application and/or its administration and securing applicable approvals, permits, easements, etc.

Match Funds

Only activities considered eligible for WQIP funding are eligible to be used as match funds. Match funds considered eligible for WQIP funding must be incurred within the start and end date of the contract. Match funds consist of cash contributions and in-kind services put forth by the applicant to complete the awarded project. State or federal grant dollars cannot be used for the match funds. When applying for this grant, the applicant must identify the source of the matching funds.

Land Acquisition Projects for Source Water Protection

Eligible Applicants

- Municipalities³
- Soil and water conservation districts
- Not-for-profit corporations⁴

Before starting an application, applicants interested in Land Acquisition Projects for Source Water Protection are strongly encouraged to investigate steps that must be taken and local approvals that are needed to start a project of this type (permits, easements, etc.). Applicants who have questions about what is needed for their project are encouraged to attend the CFA workshops offered statewide or to call or email WQIP staff.

Eligible Programs

- Protection of Surface Drinking Water Supplies - Applicants can apply for funding to purchase land or conservation easements adjacent to surface waters (streams, lakes, rivers, and reservoirs) permitted for public drinking water. Land acquisition projects must be paired with creation or restoration of vegetated riparian buffers and/or wetlands if the land does not already contain vegetated riparian buffers or wetlands. Riparian buffers and wetlands must meet the requirements listed below. Riparian buffer and wetland creation or restoration costs are eligible for funding.
- Protection of Groundwater Drinking Water Supplies – Applicants can apply for funding to purchase land or conservation easements adjacent to groundwater wellheads actively used for public drinking water.
- In-Waterbody Practices to Control Nutrients - For waterbodies experiencing internal nutrient cycling leading to excessive algae and plant growth, low water clarity, or other water quality impairments that impact source water quality for drinking water systems or necessitating enhanced drinking water treatment. Eligible practices include but are not limited to: hypolimnetic aeration, hypolimnetic withdrawal, and dredging. External sources of nutrients must be controlled or eliminated or a project must be underway prior to submitting an application for Reduction of In-Waterbody Nutrient Loading projects. Projects must include some land acquisition to be eligible.

Priorities

Highest priority will be given to:

³ For the purposes of Land Acquisition Projects for Source Water Protection under this grant opportunity, “Municipality” means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof.

⁴ Environmental Conservation Law, Article 56-0101 (16), “Not-for-profit corporation” means a corporation formed pursuant to the not-for-profit corporation law and qualified for tax-exempt status under the federal internal revenue code.

- Programs that target protection and/or create or restore riparian buffers or wetlands directly adjacent to surface waterbodies permitted as a drinking water supply
- Programs that protect land within the “inner well zone” for a groundwater drinking water source identified in a Source Water Assessment Plan (SWAP) report or within 1,000 feet of a groundwater drinking water source if no SWAP has been developed.
- Parcels specifically identified or located in watersheds prioritized in the New York State Open Space Plan for drinking water protection.
- Projects that target disinfection by-product precursors in surface waterbodies serving as a public water supply

Secondary priority will be given to:

- Programs that protect and/or create or restore riparian buffers or wetlands adjacent to tributaries that directly drain, within 2,000 feet, into a surface waterbody permitted as an active drinking water supply source
- Programs that protect land within the “outer well zone” identified in a SWAP report for a permitted groundwater drinking water source or between 1,000 and 2,000 feet if no SWAP has been developed

Scoring

A scoring rubric can be found in the “Evaluation Process for All Project Types” section toward the end of this document.

Riparian Buffer Requirements

- Riparian buffers must be revegetated using only native trees, shrubs, or grasses appropriate for the site conditions
- Riparian buffers must have a minimum average width of 100 feet if they are adjacent to tributaries
- Riparian buffers must have a minimum average width of 300 feet if they are adjacent to reservoirs
- For newly created or restored buffers, the applicant must develop and implement a maintenance plan during the buffer establishment period, defined as 3-5 years after planting of vegetation. Guidance on designing and maintaining buffers can be found here: <http://www.dec.ny.gov.chemical.106345.html>.

Wetland Requirements

- Project plans must describe how the work in and near wetlands will protect drinking water supplies and provide improved wetland function.
- Work within or immediately adjacent to existing wetlands must be limited to activities that will improve wetland function. Disturbances that compromise ecological functions are ineligible for funding under this RFA.
- Projects cannot mitigate for impacts to regulated wetlands. Wetland mitigation projects are ineligible for funding under this RFA.

- The applicant must develop and implement a maintenance plan for any wetland creation or enhancement. The maintenance plan must include protocols for addressing problems for a minimum of 3 years following creation or enhancement.

Land Purchase and Conservation Easement Requirements

- Lands currently protected by a federal or state easement program are not eligible for funding under this RFA.
- Conservation easements must be acquired in perpetuity.
- If the grantor loses control of the property, control must be fully restored to the Grantor or the property must be replaced, within three years, with like property of equal value at current market prices and equal benefits.
- If the property is used for activities which interfere with the accomplishment of approved purposes, the violating activities must cease and any resulting adverse effects must be remedied.
- Disturbances that compromise the ecological condition of the riparian buffer area, including, but not limited to, livestock access to the riparian buffer, wood or timber harvesting, excessive mowing and recreational vehicular use must be prohibited.
- Applicants must describe in detail protocols for stewardship, monitoring and enforcement of properties or easements as part of their application for funding.
- Streambanks must be stable prior to creation or restoration of riparian buffers. "Soft" streambank stabilization practices including but not limited to, live staking, contour wattling, erosion control matting, and root wads, are eligible for funding as part of a buffer project under this category. Guidance for such projects can be found at: <http://www.dec.ny.gov/permits/67096.html>. Hard armoring of streambanks, including stone rip rap, is not eligible for funding under this category. Streambank stabilization costs cannot exceed 25% of the award amount.
- Selective cutting of trees, removal of invasive species, or supplemental planting of trees, shrubs, or grasses are allowed provided they improve habitat and function of the riparian buffer or remove, mitigate, or warn against unreasonable harm to people, property or health of native species on or around the defined riparian buffer area.

In-waterbody Practices to Control Nutrients Requirements

Proposals for in-waterbody practices to control nutrients must:

- Show that a plan has been completed or is underway for controlling external sources and that the plan is being implemented;
- Provide a study, completed by a qualified professional, as demonstrated through work experience and/or education (e.g. certified lake manager, professional engineer, marine scientist or limnologist), that identifies significant internal waterbody loading and justification for the use of the BMP;
- Provide a plan for long term operation and maintenance of the BMP if applicable (Hypolimnetic Aeration and Withdrawal);

- Applicants must secure appropriate permits prior to commencing any work.

Grant/Match Fund Split

Grant funds are available for up to 75 percent of the total project costs. Applicants must provide match funds of at least 25 percent of the requested grant amount.

Eligible Costs

Eligible grant and match costs include personal services (e.g. salary, fringe) and non-personal services (e.g. contractual services, travel, equipment) incurred by the awardee to implement the project. The following categories of costs are considered eligible:

- Land acquisition costs: value of the land or development rights being acquired
- Transactional costs: e.g. property surveys, appraisals, baseline documentation reports, filing fees or other closing costs
- Riparian buffer or wetland creation or restoration costs including:
 - Streambank stabilization and site preparation costs for surface water protection projects
 - Planning and design (cannot exceed 20% of the award amount)

Costs must be incurred within the start and end date of the contract to be eligible. The start date of the contract can be no earlier than May 1, 2017.

Ineligible Costs

The following costs are NOT eligible for match or grant reimbursement:

- Projects with planning and design costs in excess of 20% of the award amount
- Wetland mitigation projects
- Disturbances that compromise ecological functions of wetlands
- Projects with streambank stabilization costs in excess of 25% of the award amount
- Projects that do not include land acquisition as part of the grant
- Construction oversight
- Indirect costs (e.g. space/property rent, utilities, and other office supplies)
- Costs incurred outside the start and end date of the contract

Match Funds

Only activities considered eligible for WQIP funding are eligible to be used as match funds. Match funds considered eligible for WQIP funding must be incurred within the start and end date of the contract. Match funds consist of cash contributions and in-kind services put forth by the applicant to complete the awarded project. State or federal grant dollars cannot be used for the match funds. When applying for this grant, the applicant must identify the source of the matching funds.

Contact

New York State Department of Environmental Conservation
Division of Water, Jacqueline Lendrum, (518) 402-8086

RESOLUTION NO.: 189 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A UNITED STATES DEPARTMENT OF JUSTICE
2017 COPS HIRING PROGRAM GRANT TO PROMOTE COMMUNITY POLICING
IN AN AMOUNT NOT TO EXCEED \$500,000.00
WITH A LOCAL CASH CONTRIBUTION OF \$724,421.00**

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS, the City of Newburgh Police Department has identified the community policing model as an effective crime prevention tool; and

WHEREAS, the United States Department of Justice has established the COPS Hiring Program (CHP) as a competitive grant program that provides funding directly to law enforcement agencies to increase their community policing and crime prevention efforts; and

WHEREAS, the CHP establishes a funding cap in the amount of \$125,000.00 per officer position based on current entry level salaries and benefits and provides 36 month funding of four (4) additional police officers and requires least a twenty-five (25%) percent match and includes a 12 month retention at the end of the grant period; and

WHEREAS, the City's request for grant funds under the CHP will not exceed \$500,000.00 and the City's total cash contribution will be approximately \$724,421.00 which is constitutes 59% of the benefit costs; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a United States Department of Justice 2017 COPS Hiring Program Grant to promote community policing, in an amount not to exceed \$500,000.00, with a local cash match of approximately \$724,421.00.



COPS Office Grant Application

NY03502

Newburgh, City of



COPS
Community Oriented Policing Services
U.S. Department of Justice

SECTION 1: COPS OFFICE GRANT PROGRAM REQUEST

Federal assistance is being requested under the following COPS Office program:

Verify the COPS Office grant program for which you are requesting federal assistance. A separate application must be completed for each COPS Office program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Office Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program

SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

- ☐ Law Enforcement
☐ Non-Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department that is operational as of July 10, 2017, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Select One... ▾

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

Select One... ▾

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Select One... ▾

SECTION 3: GENERAL AGENCY INFORMATION**A. Applicant ORI Number NY03502**

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number:

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub recipients. The U.S. Department of Justice requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at <http://www.sam.gov>.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Office Application Guide.

Your SAM Registration is set to expire on:

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2017, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at <http://www.sam.gov>

D. Geographic Names Information System (GNIS) ID:

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/index.html>. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

E. Cognizant Federal Agency: Select One... ▾

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year: From

to

Please enter date in MM/DD/YYYY format.

G. Law Enforcement Agency Sworn Force Information

[illegible]

SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Law Enforcement Agencies: This is the highest ranking individual in the applicant agency (e.g., chief executive officer, president, chairperson, director) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position will ultimately be responsible for the programmatic implementation of the award. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Chief of Police

First Name: Joseph MI: Last Name: Cortez Suffix:

Agency Name: Newburgh, City of

Street1: 55 Broadway

Street2:

City: Newburgh State: NY Zip / Postal Code: 12550

Telephone Number: 8455697504 Fax: 8455655662 Email: jcortez@cityofnewburgh-ny.gov

Edit Contact Information

If your agency previously indicated in Section 2, that if awarded, this grant would be used in a written contracting arrangement to receive law enforcement services (e.g., a town which is contracting with a neighboring sheriff's department to receive services), then question 4A, should display the executive information for the agency which will be providing the law enforcement services under this grant (e.g., Sheriff). Question 4B should display the executive information for the government agency which will be receiving the law enforcement services under this grant (i.e., Mayor, City Manager, etc.). Before proceeding with this application, we ask that you please log onto the COPS Office Agency Portal to update the agency providing law enforcement services as your Law Enforcement Executive/Agency Executive Information. This information will be used to populate Section 4 of this application, so please ensure its accuracy.

B. Government Executive/Financial Official Information:

For Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., mayor, city administrator, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Government Agencies: This is the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., chief financial officer, treasurer). If the grant is awarded, this position will ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: City Manager

First Name: Michael MI: G Last Name: Ciaravino Suffix:

Agency Name: Newburgh, City of

Street1: 83 Broadway

Street2:

City: Newburgh State: NY Zip / Postal Code: 12550

Telephone Number: 8455697301 Fax: 8455697370 Email: mciaravino@cityofnewburgh-ny.gov

Edit Contact Information

C. Application Contact Information:

Application Contact: Enter the application contact's name and contact information.

Title:

First Name: MI: Last Name: Suffix: Select One... ▼

Agency Name:

Street1:

Street2:

City: State: Select One... ▼ Zip / Postal Code:

Telephone Number: Fax: Email:

SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST

Part I

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Number of officers employed by your agency as of the date of this application:

Full-Time:

Part-Time:

What is the actual population your department serves as the primary law enforcement entity?

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2017 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers. Agencies with a sworn force of twenty or fewer officers may apply for one (1) officer position. Agencies with a service population of 1 million or more may apply for up to 25 officer positions; however, agencies with a service population less than 1 million may apply for up to 15 officer positions.

FY 2017 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as school resource officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME school resource officers. Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded a grant for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities. The placement of law enforcement officers in school carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, non-violent behavioral violations and then diverted to the juvenile court system. This pipeline wastes community resources and can lead to academic failure and greater recidivism rates for these students. If awarded, the grantee will agree that any officers deployed while implementing School-based Policing under the COPS Hiring Program grant may not be involved in the administrative discipline of the students.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the grant. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant. Grantees using CHP funding to hire or deploy school resource officers into schools agree that a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following: the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from the date shown on the award congratulatory letter. Implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

In addition, in Section 6B, you must select "School Based Policing through School Resource Officers" under "Child and Youth Safety Focus" as your focus area.

Is your agency requesting that all of these officer positions be deployed as school resource officers (SROs)?

Select One. ☐

Based on the information provided in this application:

Your agency is eligible to apply for up to the number of officer position(s) shown below.

How many entry-level, full-time officer positions is your agency requesting in this application?

IMPORTANT: If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission. Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories, and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to

(a) hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.

(b) rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled layoffs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off	Action
--------------------	--	--------

Add a New Officer Layoff

Total Category C Request: 0

Part 3

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2017 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire

Re-Hires

Lay Off

Part 4

1. Under the 2017 COPS Hiring Program, applicants are not required to hire post-September 11, 2001 military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one post-September 11, 2001 military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

Yes

No

Part 5

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training. This information will not be used in the scoring/evaluation of your application.

1. On average how many hours of IN-SERVICE (non recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

Use of force (hours)

De-escalation of conflict (hours)

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours)

Gender bias in response to domestic violence and sexual assault (hours)

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours)

Community engagement (e.g., community policing and problem solving)(hours)

2. Does your agency administer a police training academy?

Select One ... 

SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this grant program or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will

constitute your agency's community policing strategy under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds and grant-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
Q1a. The agency mission statement, vision, or goals includes references to:	☐	☐
Q1b. The agency strategic plan includes specific goals or objectives relating to:	☐	☐
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	☐	☐
Q1d. Annual line officers evaluations assess performance in:	☐	☐
Q1e. Line officers receive regular (at least once every two years) training in:	☐	☐

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

- ☐ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- ☐ Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder
- ☐ In-service training for officers on basic and advanced community policing principles
- ☐ Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
- ☐ Alternatives to formal disciplinary practices that encourage ethical behavior
- ☐ None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

- ☐ Response times
- ☐ Reported crimes
- ☐ Reported incidents
- ☐ Arrests and citations
- ☐ Problem solving outcomes
- ☐ Department employee satisfaction
- ☐ Clearance rates
- ☐ Complaints of officer behavior
- ☐ Reduction of crime in identified hot spots
- ☐ Repeat calls for service
- ☐ Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)
- ☐ Satisfaction with police services
- ☐ Fear of crime
- ☐ Victimization (i.e., non-reported crime)
- ☐ Community meetings held/attended
- ☐ Use of force incidents
- ☐ Meeting the priorities as identified in your agency strategic plan
- ☐ My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

- ☐ Neighborhood, beat, and/or school meetings
- ☐ Local media outlets
- ☐ Agency newsletter
- ☐ Neighborhood newsletters
- ☐ Agency website
- ☐ Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
- ☐ Citizen alert system (telephone, email, text, etc.)
- ☐ Citizen alert system that is geographically targeted, based on updated hot spots
- ☐ Public access television/radio
- ☐ Community organization board membership
- ☐ Public forums with chief/sheriff/command staff
- ☐ Posters, billboards, flyers
- ☐ None of the above

5) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

- ☐ Citizen police academies
- ☐ Volunteer activities

- Auxiliary police programs
- Civilian review boards (i.e. disciplinary review boards)
- Citizen advisory groups (i.e. informal advisory function)
- Involvement in hiring decisions (interview panels, selection boards, etc.)
- Involvement in contributing to annual line officer performance reviews
- Representation on promotional boards
- Participation in accountability and performance reporting and tracking meetings
- Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)
- None of the above

II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office grants must be used to initiate or enhance community policing activities with either the newly hired officers funded by this grant program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office grant funds. In this section you will be asked to identify the crime and disorder problem/focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional grant-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

6) Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. You may select one problem/focus area to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly describe it in precise, specific terms (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Child and Youth Safety Focus

- Child Sexual Predators and Internet Safety
- Children Exposed to Violence
- Youth Crime and Delinquency

Child and Youth Safety Focus

School Based Policing through School Resource Officers

By selecting this focus area, your agency is committing that if awarded, all officer positions requested in this application (or an equivalent number of redeployed veteran officers) will be used to deploy school resource officers and address problems in and around primary and secondary schools.

Please specify the areas the school resource officer(s) would address (check all that apply):

- Address crime problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
- Develop or expand crime prevention efforts for students;
- Educate youth in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Train students in conflict resolution, restorative justice, and crime awareness;
- Assist in the identification of physical changes in the environment that may reduce crime in or around the school;
- Assist in developing school policy that addresses crime and to recommend procedural changes to enhance school safety.
- Other Area

(Please Specify Other Area)

Other Child and Youth Safety Focus (please specify)

Illegal Immigration

- Illegal Immigration

Drug Abuse

- Drug Abuse Education, Prevention, and Intervention

Homeland Security Problems

- Protecting Critical Infrastructure Problems
- Information or Intelligence Problems
- Other Homeland Security Problem (please specify)

Non-Violent Crime Problems and Quality-of-Life Policing

- Burglary
- Fraud
- Larceny/Theft (Non-Motor Vehicle)
- Motor Vehicle Theft/Theft from Motor Vehicle
- Vandalism

- ☐ Social Disorder
- ☐ Quality of Life Problem
- ☐ Prostitution
- ☐ Misdemeanor Crimes
- ☐ Disorderly Activity
- ☐ Other Non-Violent Crime Problem (please specify)

Building Trust and Respect

- ☐ Building Trust and Respect

Traffic/Pedestrian Safety Problems

- ☐ Traffic Congestion
- ☐ Pedestrian Safety
- ☐ Driver Safety
- ☐ Traffic Accidents
- ☐ Drunk Driving
- ☐ Other Traffic/Pedestrian Safety Problem (please specify)

Violent Crime Problems

- ☐ Assault
- ☐ Homicide
- ☐ Rape
- ☐ Robbery
- ☐ Domestic/Family Violence
- ☐ Gun Violence
- ☐ Human Trafficking
- ☐ Criminal Gangs
- ☐ Drug Manufacturing, Drug Dealing, Drug Trafficking
- ☐ Other Violent Crime Problem (please specify)

6a) Briefly describe the problem/focus area that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

6b) Will the problem/focus area described above be addressed with an explicit place-based strategy (e.g. hot-spot policing) that targets specific addresses or locations with a disproportionate share of crime or disorder?

Yes

No

7) Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this grant program (please check all that apply):

- ☐ Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
- ☐ Agency personnel (e.g. officer feedback, command staff priorities)
- ☐ Other local non-law enforcement government agency data
- ☐ Community based organizations (e.g. faith based, non-profits, social service providers)
- ☐ Local businesses
- ☐ Individual community members/community meetings
- ☐ Community survey
- ☐ Local government officials
- ☐ The media
- ☐ None of the above

8) If awarded funds, my agency will improve our understanding of this problem/focus area by examining (please check all that apply):

- ☐ Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)

- ☐ The location and/or time aspects of the problem/focus area (e.g. mapping)
- ☐ The conditions and environmental factors related to the problem/focus area
- ☐ The strengths and limitations of current responses to the problem/focus area
- ☐ Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- ☐ Existing research and best practices related to the problem/focus area
- ☐ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- ☐ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)
- ☐ Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)
- ☐ Strengths and weaknesses of previous responses to the problem/focus area
- ☐ None of the above

9) If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (please check all that apply):

- ☐ Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)
- ☐ Data/information regarding whether the response was implemented as planned
- ☐ Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)
- ☐ Non-police data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- ☐ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- ☐ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)
- ☐ Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)
- ☐ None of the above

10) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (please select up to 3):

- ☐ Eliminating the problem/focus area
- ☐ Reducing the number of incidents
- ☐ Increasing public trust in your agency
- ☐ Reducing the seriousness of the incidents or the amount of harm
- ☐ Reducing the number of victims and repeat victims
- ☐ Reducing the number of offenders and repeat offenders
- ☐ Moving the problem/focus area to another area
- ☐ Getting other agencies and stake holders to assume responsibility for the problem/focus area
- ☐ Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)
- ☐ Improving citizen perceptions of the problem/focus area
- ☐ Increasing the number of arrests/citations
- ☐ Reducing the number of calls for service
- ☐ None of the above

11) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the grant funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

Yes

No

11a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

11b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Number	Partner Name	11c/11d	Action
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Add Partner

II(b) Proposed Community Policing Strategy: Organizational Transformation

COPS Office grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

12) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

- ☐ Flexibility in officer shift assignments to facilitate addressing specific problems

- ☐ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- ☐ Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement
- ☐ In-service training for officers on basic and advanced community policing principles
- ☐ Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills
- ☐ Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations
- ☐ Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations
- ☐ Provide implicit bias (fair and impartial) training to sworn personnel
- ☐ Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct
- ☐ Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement
- ☐ Implement specific programs to improve the safety and wellness of personnel throughout your organization
- ☐ None of the above

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

- ☐ Agency mission statement, vision, and/or goals that reflect the core values of community policing
- ☐ Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities
- ☐ Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- ☐ Technology systems that provide officers, analysts, and the community better and more timely access to data and information
- ☐ Mediation strategies to resolve citizen complaints
- ☐ Collection, analysis, and use of crime data and information in support of problem solving goals
- ☐ Formal accreditation process
- ☐ System to capture and track problem solving and partnership efforts and activities
- ☐ An organizational assessment of community policing
- ☐ Level and frequency of communication with the community on crime problems and agency activities to enhance transparency
- ☐ None of the above

III. General Community Support and Engagement

14) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

- ☐ Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement)
- ☐ Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
- ☐ Businesses operating in the community
- ☐ Tribal law enforcement agencies (outside your jurisdiction)
- ☐ Other Federal, state, or local law enforcement agencies
- ☐ Multi-jurisdictional or regional task forces/partnerships
- ☐ Local educational institutions (schools/colleges/universities)
- ☐ Local government officials
- ☐ Individual stakeholders residing, working or with an interest in the community and/or problem
- ☐ None of the above

15) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

- ☐ a) There are a significant number of related initiatives
- ☐ b) There are a moderate number of related initiatives
- ☐ c) There are a minimal number of related initiatives
- ☐ d) There are no related initiatives

16) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

- ☐ a) High level of support
- ☐ b) Moderate level of support
- ☐ c) Minimum level of support

17) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

- ☐ a) Potentially decreased burden
- ☐ b) No change in burden
- ☐ c) Potentially increased burden

SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 4,000 characters.]

B. Service Population

1. Enter the total population of the government entity applying for this grant using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity?

This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

3a. If applicable, please explain why the service population differs from the census population:

C. Fiscal Health

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2017) \$

PREVIOUS FISCAL YEAR (2016) \$

PREVIOUS FISCAL YEAR (2015) \$

2) Since January 1, 2016, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through lay-offs. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel %

Sworn Law Enforcement Agency Personnel %

Other Government Agency Personnel %

3) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (<http://FactFinder2.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

Percentage of individuals in poverty %

Not Applicable:

4) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program application guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

Percentage Unemployed for December 2016

Not Applicable:

5) Indicate if your jurisdiction has experienced any of the following events since January 1, 2016 (Check all that apply)

A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)

A declaration as an economically or financially distressed area by the state in which the applicant is located.

Downgrading of the applicant's bond rating by a major rating agency.

Has filed for or been declared bankrupt by a court of law.

Has been placed in receivership or its functional equivalent by the state or federal government.

Taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services).

6) In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this

application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

If your agency experienced has an unanticipated catastrophic event or an unusually large increase in the number of homicides in the time period from January 1, 2016 to present, check this box.

D. Property/Violent Crime

Please select at least one statement below:

- ☐ My agency can report crime data for all 3 years (please input in table below.).
- ☐ My agency cannot report crime data for 2016.
- ☐ My agency cannot report crime data for 2015.
- ☐ My agency cannot report crime data for 2014.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2016, 2015, 2014) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2016	2015	2014
Criminal Homicide			
Forcible Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny (except motor vehicle theft)			
Motor Vehicle Theft			

SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS Office grant with a post-award retention plan requirement, please complete A. If you are applying for a COPS Office grant without a post-award retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS Office grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other nonfederal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here <http://www.COPS.usdoj.gov/Default.asp?Item=2367>.

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

Select One... 

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- ☐ General funds
- ☐ Raise bond/tax issue
- ☐ Private sources/donations
- ☐ Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)
- ☐ Fundraising efforts
- ☐ State, local, or other nonfederal grant funding
- ☐ Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the grant may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please see the COPS Office application guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action
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Title:

First Name: Middle Name: Last Name: Suffix: Select One... 

Name of Partner Agency (e.g., Smithville High School):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City:

State: Select One...

▼

Zip/ Postal Code:

Telephone Number:

Fax:

Email:

Important! Please click "Add Partner" below to add a partner to the list.**Reminder!** If you have modified (edit, update, or delete) the list of partners in any way, please click "Save" to store your changes before moving to the next section.

Add Partner

SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your grant applications (e.g. memorandum of understanding)

If awarded, grantees using CHP funding to hire and/or deploy school resource officers into schools will agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in section 13 of the grant application. The MOU must contain the following: the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from date on the award congratulatory letter. The implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The guide will also specify if optional attachments are permitted for submission. Please use appropriately descriptive file names (e.g. Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, Memoranda of Understanding, Resumes) for all attachments. Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain: a-z0-9period(.), underscore(_), hyphen(-) Characters other than these will be replaced by a hyphen(-). After clicking the "Upload..." button, please wait for the page to refresh. The uploaded file will automatically appear in the file list.

Form COPS_Sh_ApplicationAttachment_2_3-V2.3 pdf SF-424 Delete

Form SF424_2_1-V2.1 pdf

SF-424 Delete

Browse... Memorandum of Understanding ▼ Upload File ...

SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS Office grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS Office program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific application guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS Office program for which your agency is applying (see <http://www.cops.usdoj.gov/Default.asp?Item=46>). To assist you, sample Budget Detail Worksheets are included in each application guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see <http://www.cops.usdoj.gov/Default.asp?Item=46> for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770.

SECTION 14A: BUDGET DETAIL WORKSHEETS

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

A. SWORN OFFICER POSITIONS

Full-Time Entry-Level Sworn Officer Base Salary Information

Part 1: Instructions: Please complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. As applicable per the program-specific application guide, you may also be required to project Year 2 and Year 3 salaries.

Sworn Officer Position

A. Base Salary Information**Year 1 Salary**

Enter the first year entry-level base salary for one sworn officer position.

Year 2 Salary

Enter the second year entry-level base salary for one sworn officer position.

Year 3 Salary

Enter the third year entry-level base salary for one sworn officer position.

Select One... ☒ Does the base salary include Vacation costs? Please select Yes or No.

Select One... ☒ Does the base salary include Vacation costs? Please select Yes or No.

Select One... ☒ Does the base salary include Vacation costs? Please select Yes or No.

Select One... ☒ Does the base salary include Sick Leave costs? Please select Yes or No.

Select One... ☒ Does the base salary include Sick Leave costs? Please select Yes or No.

Select One... ☒ Does the base salary include Sick Leave costs? Please select Yes or No.

B. Fringe Benefit costs should be calculated for each year of the grant term.**FRINGE BENEFITS:****Year 1 Fringe Benefits****Year 2 Fringe Benefits****Year 3 Fringe Benefits**

	COST BASE	% OF SALARY	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses cannot exceed 6.2% Exempt ☒ 6.2% Fixed Rate	0	6.2	0	6.2	0	6.2
Medicare expenses cannot exceed 1.45% Exempt ☒ 1.45% Fixed Rate	0	1.45	0	1.45	0	1.45
Health Insurance (Family Coverage)	0	0	0	0	0	0
Life Insurance	0	0	0	0	0	0
Vacation Number of Hours Annually: 0	0	0	0	0	0	0
Sick Leave Number of Hours Annually: 0	0	0	0	0	0	0
Retirement	0	0	0	0	0	0
Worker's Compensation Exempt	0	0	0	0	0	0
Unemployment Insurance Exempt	0	0	0	0	0	0
Other Select One ☒	0	0	0	0	0	0
Other Select One ☒	0	0	0	0	0	0
Other Select One ☒	0	0	0	0	0	0
Benefits Sub-Total Per Year (1 Position)	0.00		0.00		0.00	
C. Total Salary + Benefits Per Year (1 Position)	0.00		0.00		0.00	
D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):	0.00		X 0	# of Positions	0.00	

SALARY DETAILS**Part 2 : Sworn Officer Salary Information**

1. If your agency's second or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below. If these costs do not increase, please select "Not Applicable".

- ☐ Cost of Living Adjustment (COLA)
☐ Step Raises
☐ Change in Benefit Costs
☐ Not Applicable

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2017 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

Total Salary and Benefits for year 1, 2, & 3 (all positions):

Total Federal Share:

Total Federal Percentage:

 Total local share required:

 Total Local Percentage:

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46>.

Please use the Recalculate button below after any changes to the benefit table above before moving forward.

 Percent of the "Total Local Share Required" your agency plans to assume in Year 1

 Percent of the "Total Local Share Required" your agency plans to assume in Year 2

 Percent of the "Total Local Share Required" your agency plans to assume in Year 3

 Percent Total

 Federal Share Year 1

 Federal Share Year 2

 Federal Share Year 3

 Federal Total

 Local Share Year 1

 Local Share Year 2

 Local Share Year 3

 Local Total

 Recalculate

S. BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officer Positions	\$0.00	
B. Non-Sworn Personnel	\$0.00	
C. Equipment & Technology	\$0.00	
D. Supplies	\$0.00	
E. Travel & Training	\$0.00	
F. Contracts & Consultants	\$0.00	
G. Other Costs	\$0.00	
H. Indirect Costs	\$0.00	
Total Project Amount:	\$0.00	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	\$0.00	75.000000%
Total Local Share Amount(if applicable): (Total Project Amount - Total Federal Share Amount)	\$0.00	25.000000%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data in section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

Select One... ▼

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Last Name:

Title:

Telephone Number:

Fax:

Email Address:

SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all award programs. The Office of Community Oriented Policing Services ("COPS Office") needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Office Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal award funds. In particular, the applicant assures us of the following:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this award and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part with this award. These restrictions are set forth in 5 U.S.C. § 1501 et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Fair Labor Standards Act (29 U.S.C. § 201 et seq.), if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. In addition, it will disclose (in writing) to the COPS Office any potential conflict of interest arising during the course of performance of the award and also will require such written disclosures by any subrecipients.
5. As required by 42 U.S.C. § 3796dd-6, it will give the U.S. Department of Justice or the Comptroller General access to and the right to examine records and documents related to the award.
6. It will comply with all requirements imposed by the U.S. Department of Justice as a condition or administrative requirement of the award, including but not limited to: the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101 ; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 C.F.R. Part 38 (Partnerships With Faith-Based and Other Neighborhood Organizations); the applicable COPS Office application guide; the applicable COPS Office award owner's manual; and with all other applicable program requirements, laws, orders, or regulations.
7. As required by 42 U.S.C. § 3796dd-1(c) (11), it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not (and will require any subrecipient, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, or disability unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. It will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681); and the corresponding U.S. Department of Justice regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279, as amended by Executive Order 13559, and the implementing regulations at 28 C.F.R. Part 38, Partnerships With Faith-Based and Other Neighborhood Organizations, which requires equal treatment of religious organizations in the funding process and prohibits religious discrimination against beneficiaries.
- A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, or sex against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.
- B. If your organization is a government agency or private business and has received a single award for \$25,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report and submit it to the Office for Civil Rights (OCR) within 120 days from the date of the award. Although the OCR has discretion to review all submitted Utilization Reports, it will review the Utilization Reports from recipients that receive an award of \$500,000 or more. To begin developing a Utilization Report, please consult the OCR's website at <https://www.ojp.usdoj.gov/about/ocr/eeop.htm> and click EEO Reporting Tool Login. Additional assistance can be found online at the bottom of the same webpage by clicking the EEO Reporting Tool Job Aid and Frequently Asked Questions. If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEO requirement. To claim the exemption, however, your organization must certify that it is exempt by logging into the EEO Reporting Tool on the OCR website at <https://www.ojp.usdoj.gov/about/ocr/eeop.htm>, providing the contact and organizational profile information, and then submitting a Certificate of Exemption. If you have further questions regarding the EEO requirements, you may contact an EEO specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOPforms@usdoj.gov.
9. Pursuant to U.S. Department of Justice guidelines (June 18, 2002 Federal Register, Volume 67, Number 117, pages 41455-41472), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.
10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.
11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 C.F.R. Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 C.F.R. Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned - or - rented or personally-owned vehicles.

15. As required by 42 U.S.C. § 3796dd-3(a), it will not use COPS Office funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this award, as applicable.

16. If the award contains a retention requirement, it will retain the increased officer staffing level or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the award period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. § 1913.

18. In the event that a portion of award reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the nonfederal share (or, if the award does not contain a cost sharing requirement, contribute a nonfederal share) equal to the amount seized in order to fully implement the award project.

False statements or claims made in connection with COPS Office award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the recipient of its obligations under this award.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Joseph Cortez

Date:

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Michael Ciaravino

Date:

SECTION 15B: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the U.S. Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should carefully review the statutes and regulations cited below and the instructions for certification to understand the requirements and whether they apply to a particular applicant. Signing this form complies with the certification and notice requirements under 28 C.F.R. Part 69 "New Restrictions on Lobbying"; 2 C.F.R. Part 2867 "Nonprocurement Debarment and Suspension"; 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; the general provisions in the applicable Appropriations Act; 28 C.F.R. Part 83 "Government-Wide Requirements for Drug-Free Workplace (Grants)"; and the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to make the covered award.

1. Lobbying

As required by 31 U.S.C. § 1352, implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, and 2 C.F.R. § 200.450 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies to the following:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. If applicant is a nonprofit organization or an institution of higher education, it will comply with the additional lobbying restrictions set forth in 2 C.F.R. § 200.450(c) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.

D. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. § 2867.20(a), and other requirements, the applicant certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B. of this certification; and

D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

3. Mandatory Disclosure

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.113 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that it:

A. Has not violated any federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal award;

B. Shall timely disclose in writing to the federal awarding agency or pass-through entity, as applicable, any violation of federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal award; and

C. Shall require that the language of this certification be included in the award documents for all subawards (including subgrants and cooperative agreements) and shall require all subrecipients certify and disclose accordingly.

4. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8103), implemented at 28 C.F.R. Part 83, for recipients other than individuals as defined at 28 C.F.R. § 83.660 –

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by doing the following:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about –

(a) the dangers of drug abuse in the workplace;

(b) the grantee's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation and employee assistance programs; and

(d) the penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –

(a) abide by the terms of the statement; and

(b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency in writing within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N Street, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (iv)(b) with respect to any employee who is so convicted –

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

B. The applicant further certifies that it will identify all known workplaces under each COPS Office award, keep the identification documents on file, and make them available for inspection upon request by the U.S. Department of Justice officials or their designated representatives.

6. Coordination

As required by 42 U.S.C. § 3796dd-1(c)(5) of the Public Safety Partnership and Community Policing Act of 1994, applicants must certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the recipient entity of its obligations under this award.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Joseph Cortez

Date:

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Michael Ciaravino

Date:

SECTION 16A: DISCLOSURE OF LOBBYING ACTIVITIES

This section duplicates OMB's Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered federal action.
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. § 1352.

☐ Not Applicable

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial filing
- ☐ b. material change

For Material Change Only: If you select "b. material change" above, the following three fields are required.

4. Name and Address of Reporting Entity:

- ☐ a. Prime
☐ b. Subawardee

Subawardee Tier, if known

Congressional District (number), if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District (number), if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

10 b. Individuals Performing Services (including address if different from No.1 0a) (last name, first name, MI):

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature (For your electronic signature, please type in your name):

Title:

Telephone Number:

DATE:

Federal Use Only:

Authorized for Local Reproduction, Standard Form - LLL

SECTION 16B

The following Certification must be completed by all State or local government entities and, for the Community Policing Development Program, by non-State or local government entities that intend to use these funds, if awarded, to make subawards to a State or local government entity. To determine whether this Certification applies to your application, please check the appropriate box below:

The applicant entity is a State or local government entity OR will use these funds, if awarded, to make subawards to a State or local government entity. (Certification Required)

The applicant entity is a Tribal entity, non-profit entity, private entity, or other entity that is not a State or local government entity AND will not use these funds, if awarded, to make subawards to a State or local government entity. (Certification Not Required)

Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant entity named below, I certify under penalty of perjury to the Office of Community Oriented Policing Services, U.S. Department of Justice, that all of the following is true and correct:

- (1) I am chief legal officer for the applicant entity named below and have the authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Community Oriented Policing Services). For purposes of this certification, the applicant entity's "chief legal officer" is that of the applicant's State or local governing body (e.g., State, City, County) or of the non-State or local government entity that is applying for funds and will make subawards to a State or local government entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities and officials regarding information on citizenship and immigration status. I have reviewed the provisions set out at 8 U.S.C. § 1551 note, pursuant to which references to the Immigration and Naturalization Service in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I understand that the U.S. Department of Justice will require States and units of local government to comply with 8 U.S.C. § 1373 with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided under the FY 2017 Office of Community Oriented Policing Services programs, including any such program or activity of a governmental entity that is a subrecipient (at any tier) of funds under an FY 2017 program.
- (4) I understand that, for purposes of this certification, "program or activity" means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-4a).
- (5) I have conducted (or caused to be conducted on my behalf) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under the FY 2017 program, and
 - (b) any prohibitions or restrictions potentially applicable to the program or activity funded under the FY 2017 program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity or official.
- (6) As of the date of this certification, no State or local government entity or official has in effect (or purports to have in effect) any prohibition or restriction that is applicable to the program or activity to be funded in whole or in part under the FY 2017 program and that deals with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b).

I acknowledge that a false statement in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795), of administrative action, and/or of civil action in court. I also acknowledge that Office of Community Oriented Policing Services awards, including certifications provided in connection with such awards, are subject to review by the Office of Community Oriented Policing Services and/or by the Department of Justice's Office of the Inspector General.

Signature of Chief Legal Officer (For your electronic signature, please type in your name)

Date of Certification:

Title of Chief Legal Officer

Name of Applicant Entity:

SECTION 17: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

1) Federal Civil Rights and Grant Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice grant review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Office application guide: *Legal Requirements Section* for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

No, my agency will not use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.

Yes, my agency will use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

- a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;
- b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office application guide, the COPS Office grant or award owner's manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;
- c) the applicant understands that false statements or claims made in connection with COPS Office grant programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, or any other remedy available by law to the Federal Government;
- d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the U.S. Department of Justice determines to fund the covered award;

e) the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source

f) the applicant and any required or identified official partner(s) listed in section 12 are partners in this grant project and mutually agreed to this partnership prior to this award application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Joseph Cortez

Date:

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Michael Ciaravino

Date:

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Date:

 By clicking this box, the applicant understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

RESOLUTION NO.: 190 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE
UNDER THE 2017 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF
\$19,550.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2017 covering the period September 1, 2017 through August 31, 2019; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 23 vests at a total cost of \$19,550.00 and a fifty (50%) percent match in the amount of \$9,775.00 is to be paid out of Police funds; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2017 Bulletproof Vest Partnership in the amount of \$19,550.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: 2017 Bullet Proof Vest Partnership	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Lt. Aaron Weaver
NAME OF GRANT/NAME OF AWARDING AGENCY: US Dept. of Justice Bureau of Justice Assistance	GRANT SUBMITTAL DATE: May 18, 2017	AMOUNT OF AWARD: \$9,775.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$9,775.00	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers. We are requesting 23 vests this year for a total cost of \$19550.00

Project Timeline: (ex. Dates) **Funding will cover the period of September 1, 2017 through August 31, 2019.**

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:



City of Newburgh

GRANT APPLICATION FORM

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

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

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

RESOLUTION NO.: 191 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE ASSISTANCE UNDER
THE 2016 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF \$12,744.90
WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

WHEREAS, the City of Newburgh Police Department applied for and was awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2016 covering the period September 1, 2016 through August 31, 2018; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding for 15 vests was requested at a total cost of \$12,744.90 and a fifty (50%) percent match in the amount of \$6,372.45 is paid out of Police funds; and

WHEREAS, this Council has determined that accepting the grant award in the amount of \$12,744.90 is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

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 accept a grant award from the Bureau of Justice Assistance under the 2016 Bulletproof Vest Partnership in the amount of \$12,744.90, with the fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 192 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE OLMSTED VAUX SHELTER HOUSE CAFÉ INC.
D/B/A SHELTER HOUSE CAFÉ
TO ESTABLISH A CAFÉ IN THE DOWNING PARK SHELTER HOUSE**

WHEREAS, The City of Newburgh is the owner of certain property known as the Olmstead Vaux Shelter House located within Downing Park; and

WHEREAS, The Olmsted Vaux Shelter House Café Inc. d/b/a Shelter House Café has proposed to establish a food concession located in the Shelter House within Downing Park; and

WHEREAS, the establishment of a food concession within Downing Park requires the approval of a license agreement; and

WEHREAS, the City Council of the City of Newburgh finds that authorizing a license agreement for the purpose of establishing a food concession to be open to the public at the Olmsted Vaux Shelter House within Downing Park 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 enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with Olmsted Vaux Shelter House Café Inc. d/b/a Shelter House Café to allow access to City owned property known as The Olmsted Vaux Shelter House located within Downing Park for the purpose of establishing a food concession to be open to the public.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and seventeen, by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and Olmsted Vaux Shelter House Café Inc. d/b/a Shelter House Café, organized under the laws of the State of New York and having its principal office for the transaction of business at _____ as "LICENSEE";

WITNESSETH:

WHEREAS, LICENSOR is the owner of a park known as Downing Park, City of Newburgh, New York; and

WHEREAS, LICENSOR desires to make a food concession available to the public using this park; and

WHEREAS, LICENSEE desires to operate and manage aforesaid food concession; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

1. LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR upon the terms and conditions hereinafter stated, a revocable non-exclusive license or privilege to manage and operate a food concession at Downing Park, Newburgh, New York, to be located in the "Shelter House" located within Downing Park. The specific area of the Shelter House LICENSEE shall utilize will be so much of the interior of the Shelter House as shown on the sketch attached hereto as Exhibit "A" and LICENSEE shall have an exclusive license for that specific area during the term of this Agreement. LICENSOR agrees that during the Term of this Agreement, it will not grant any other license or permission for any person or entity to offer food or beverage services at Shelter House without first obtaining the prior written consent of LICENSEE. It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the within-described premises and no part thereof shall be interpreted as being any form of lease agreement.

2. Said food concession shall include and be limited to the privilege of furnishing basis food service, provide however, that such sale does not violate any other state or local statute, rule or regulation, and all food sold shall be of good quality. Attached hereto as Exhibit "B" is a proposed menu and listing of items for sale by LICENSEE. LICENSEE hereby agrees to offer a menu of food and beverage items the same or substantially similar to the menu annexed as Exhibit "B" and to maintain a menu of food items at reasonable prices affordable by the general public.

3. (a) The Term of this license shall commence upon the signing of this agreement as shall expire without further notice by either party to the other at midnight January 31, 2022. The

license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

(b) Either party may terminate this LICENSE prior to January 31, 2022, without cause, on at least ninety (90) days prior written notice to the other party. In the event of such termination by either party, LICENSEE shall not be entitled to reimbursement of any of its costs including but not limited to those for construction, maintenance, repair, and replacement of the structure. Upon termination, LICENSEE and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

(c) LICENSOR may terminate this LICENSE by five (5) days written notice when and if in its sole judgment it deems such termination is necessary by operation of law, or pursuant to the terms of this Agreement or that the operation of said concession is deemed unsatisfactory by LICENSOR in the LICENSEE'S sole reasonable discretion.

4. LICENSEE agrees to operate the concession for the accommodation of the public during the following specified hours except for Federal and State holidays when it may or may not be open in the discretion of LICENSEE:

Monday -- Sunday

7:00 AM - 7:00 PM

LICENSOR and LICENSEE shall review hours of operation on an annual basis and may agree to expand hours of operation commensurate with demand for services. Any and all changes in hours of operations shall be memorialized in writing.

However, if there is an event that is open to the public, whether or not admission is charged, intended for the entertainment or edification of the attendees that lasts later than 7:00 pm on a day that the concession is in operation, the concession shall remain open on those evenings until the event is completed or 10:00 pm, whichever is earlier.

LICENSEE further agrees that upon thirty (30) days prior written notice by LICENSOR of special and/or private events held in Downing Park, it will prepare for the increase use of the concession to accommodate such special and/or private events held at the park.

5. LICENSEE shall pay to LICENSOR as compensation for the privilege granted pursuant to this license agreement of operating the concession at Downing Park an amount equal to ten (10%) percent of the net profit per month. "Net profit" is defined as the sum of all revenues less all expenses, including cost of goods sold and all taxes. LICENSEE shall remit payment to LICENSOR within thirty (30) days of last day of each month. LICENSOR shall keep and maintain all compensation paid by LICENSEE pursuant to this agreement in a Trust and Agency Account for the benefit of Downing Park, which Account shall be maintained by the City of Newburgh with the City Comptroller acting as Trustee. LICENSEE shall maintain books and records to account for the operation of the concession and shall make such books and records available for the LICENSEE's review upon ten (10) days prior written notice to review same.

6. LICENSEE shall be liable and responsible for the cost all utilities, including, heating, cooling, electric, sewer, refuse disposal and water, based on its square footage use of Shelter House. LICENSOR shall bill LICENSEE each quarter for its pro-rata share of the costs set forth herein.

7. LICENSEE may install such equipment as it deems necessary for the proper operation of this license and shall make full payment for the same and shall maintain all equipment, fixed and expendable, in good order and repair at LICENSEE's sole cost and expensed during the term of the license, subject to prior written notice and approval of LICENSOR and inspection and approval of LICENSOR. LICENSOR's approval of installation shall not be unreasonably withheld, conditioned or delayed. It is further agreed that the LICENSEE will, within ten (10) days, discharge any and all mechanics' liens filed against the premises herein described which have been filed against the LICENSEE's operations thereon.

8. Title to all equipment provided by LICENSEE except fixed equipment belonging to the LICENSOR shall remain in LICENSEE and such equipment shall be removed by LICENSEE at the termination of this license except as hereinafter provided. Should any such equipment remain on the licensed premises more than 60 days after the expiration or termination of this license, the LICENSOR shall deem such equipment as abandoned by LICENSEE and charge all costs and expenses incurred the removal of such equipment to LICENSEE. Any and all damage caused by the removal of such equipment will be repaired by the LICENSEE at its own expense.

9. LICENSOR shall be responsible for maintenance and repairs of the water and sewer lines running from the licensed premises to the connection of the City lateral water and sewer lines, except that LICENSEE shall be responsible for the cost of any repairs made necessary by its negligent operation of the kitchen at the licensed premises.

10. LICENSEE's obligation to observe and perform all of the terms, covenants and conditions of this license shall survive the expiration or termination of this license, which by their terms are intended to survive.

11. LICENSEE shall not remove any property currently located on the premises without the prior written approval of the LICENSOR.

12. LICENSEE shall post, as security for any and all damages which may be incurred on the premises as a result of the LICENSEE's operations, an amount of FIVE THOUSAND (\$5,000.00) DOLLARS as and for security against any such damages. This amount shall be deposited into the Trust and Agency Account within ten (10) days of the effective date of this license. Within thirty (30) days after termination of this Agreement, this security amount shall be returned to LICENSEE less any amount permitted to be deducted by LICENSOR for damages to the licensed premises caused by LICENSEE other than reasonable wear and tear to the licensed premises.

13. LICENSEE, at its sole cost and expense, shall maintain that portion of the building subject to this license in full and complete repair to the satisfaction of LICENSOR during the term of the license, except for structural repairs and the other items set forth below. LICENSEE shall be responsible for any structural damage or any damage or penetration of the roof resulting from negligent or willful misconduct acts of the LICENSEE. LICENSEE shall maintain the alarm system in good repair at its own expense. LICENSOR shall maintain the portions of the building and premises for which LICENSEE does not have an exclusive license, including but not limited to the building foundation, exterior roofs, parking areas, HVAC, plumbing, heating, water and electric systems, common areas, building grounds and providing snow and ice removal.

14. There will be two unisex bathrooms available at the building where the licensed premises are located. One (1) bathroom will be accessible from the outside only and the other on the inside of the building. Both bathrooms will be located on the North facing section of the building. LICENSEE shall be responsible for routine cleaning and providing supplies for the bathrooms and LICENSOR shall be responsible for all water, plumbing and structural repairs.

15. LICENSEE shall procure and maintain at its own cost and expense all permits and licenses necessary for the legal operation of this license.

16. In accordance with the provisions of Section 109 of the General Municipal Law, the LICENSEE is hereby prohibited from assigning, transferring, conveying, subletting, encumbering or otherwise disposing of this Agreement or of its right, title or interest in this Agreement or its power to execute this agreement to any other person or corporation without obtaining the prior written consent of LICENSOR. LICENSEE may not sub-license this license to any other party. The license shall not be transferred by operation of law, it being the purpose and spirit of this instrument to grant this license and privilege personally and solely to LICENSEE herein named.

17. LICENSEE agrees not to employ callers, criers or use signs or any other means of soliciting business without the prior written approval of the LICENSOR and not to advertise said license in any manner or form on or about the premises licensed to it or elsewhere in any newspaper or otherwise without such approval but may advertise its operations and merchandise for sale in a reasonable manner. LICENSOR shall work with LICENSEE to agree to appropriate signage to be utilized in and around the building to inform the public of the location and operations of the food concession.

18. Unless otherwise agreed to herein or in a subsequent writing signed by both parties, any repairs, alterations, additions or improvements, other than removable fixtures, equipment and furnishings necessary to operate the food concession, by LICENSEE shall be made at the sole cost and expense of LICENSEE and shall become property of the LICENSOR immediately upon annexation to the licensed premises.

19. LICENSEE agrees that should any building or structure upon the premises included in this license be damaged by fire or any other cause whatsoever so as to prevent the operation of this license to the satisfaction of the LICENSEOR, the LICENSEOR at its option may on notice in writing to LICENSEE cancel and terminate this license and all rights and privileges hereunder shall cease.

20. LICENSEE shall not use or permit the storage of any illuminating oils, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thin prohibited in the standard policies of fire insurance companies in the State of New York.

21. LICENSEE shall keep the spaces and/or buildings licensed to it and the surrounding areas clean and neat at all times including the disinfecting and deodorizing of same. All refuse shall be kept in closed containers.

22. LICENSEE shall provide free access at all times to representatives of LICENSOR, the Department of Health and other state or federal or municipal officials having jurisdiction for inspection purposes. If notified by LICENSOR or any of its representatives that any part of the licensed premises or facilities thereof is unsatisfactory, LICENSEE shall remedy same immediately unless this involves a structural or building obligation of LICENSOR hereunder, in which case, LICENSOR shall remedy same immediately.

23. LICENSEE expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any defects, deficiency or impairment of the electrical apparatus or wires furnished for the licensed premises or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause or for commotion or riot, or any act of God, unless caused by the gross negligence or willful misconduct of LICENSOR, and LICENSEE expressly releases and discharges LICENSOR, its agents, officers and employees from any and all demands, claims, actions and causes of action arising from any of the cases aforesaid and agrees to hold them harmless therefor, including attorneys' fees, if any.

24. LICENSEE assumes all risk in the operation of this license and agrees to comply with all federal, state and local laws and regulations and orders of the LICENSOR affecting the licensed premises in regard to all matters.

25. LICENSEE expressly agrees to hold LICENSOR, its agents, officers and employees harmless from any and all claims for loss, damage or injury to person or property, whatever kind or nature arising from the negligence or willful misconduct of employees or agents of LICENSEE and LICENSEE expressly agrees to indemnify LICENSOR, its agents officers and employees of any recoveries against them, individually and/or jointly, arising from same.

26. LICENSEE, at its own cost and expense, shall take out and maintain such insurance for the term of this license as will protect LICENSEE from claims under the Workers Compensation Act; and also shall take out and maintain such public liability insurance as should reasonably protect LICENSEE, including agents, employees and sub-licensees, if any) and LICENSOR from any claims for personal injuries, including death, arising out of, incurred or caused by operations under this license by LICENSEE or otherwise arising out of this license. The policies shall provide the amounts of insurance required by this license and all policies shall be submitted LICENSOR and approved before delivery of the license. Each insurance policy shall name the City of Newburgh and an "additional named insured" thereof and shall be delivered to LICENSOR. If permitted by the insurance company, each policy and certificate shall contain the following or a similar endorsement:

"No cancellation of or change in this policy shall become effective until after ten (10) days' notice by certified mail to the City of Newburgh, City Manager, 83 Broadway, Newburgh, New York 12550".

27. If, at any time, any of the insurance policies shall be or become unsatisfactory to LICENSOR as to form or substance or if a company issuing such insurance policies shall become unsatisfactory to LICENSOR, in its reasonable discretion, LICENSEE shall promptly obtain a new policy, submit same to LICENSOR for approval and submit an insurance certificate as provided in this Agreement. Upon failure of LICENSEE to furnish, deliver and maintain such insurance as failure of LICENSEE to furnish, deliver and maintain such insurance as herein provided, this license, at the election of the LICENSOR, may be suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall be retained by LICENSOR as liquidated damages. Failure of LICENSEE to take out and/or maintain or taking out and/or maintenance of any required insurance shall not relieve LICENSEE from any liability under this license, nor shall the insurance requirements be construed to conflict with the obligations of the LICENSEE concerning indemnification. All required insurance must be in effect and continue so during the life of this license in not less than the following amounts:

- a. Workers Compensation Insurance - unlimited
- b. New York State Disability Benefits Policy - unlimited
- c. General Liability Insurance with combined single limit of \$1,000,000.00 per occurrence naming the City of Newburgh as an additional insured

In the event that claims in excess of these amounts are filed, the amount of such claims, or any portion thereof, may be withheld from payment due or to become due to LICENSEE until such time as LICENSEE shall furnish such additional security covering such claims as may be determined by LICENSOR.

28. In the event LICENSEE is convicted of a crime, LICENSOR may terminate this license in writing immediately effective upon mailing, and the license shall terminate as if the term of this license had expired.

29. LICENSOR, in its sole judgment, may in its sole reasonable judgment, determine that LICENSEE is not operating this license in a satisfactory manner and may terminate this license by notice in writing in accordance with Paragraph 3(b) and (c) above and all rights of LICENSEE shall be forfeited without any claims for damages, compensation, refund of investment or any other payment whatsoever against LICENSEE.

30. In the event this license is terminated by LICENSOR, LICENSOR may make offsets to the security amount held by LICENSOR under Paragraph 12 above until all indebtedness of LICENSEE at the time of termination of this license is paid in full.

31. Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, shall be deemed given when received or when receipt is refused, and shall be addressed to the Parties as follows:

If to LICENSEE:
SHELTER HOUSE CAFÉ
123 Carpenter Avenue
Newburgh, New York 12550
Attn: Stephen Sinnott

With a copy to:
Catania, Mahon, Milligram & Rider PLLC
One Corwin Ct.
Newburgh, NY 12550
Attn: Shay A. Humphrey, Esq.

If to LICENSOR:
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager

with copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Office of Corporation Counsel

32. At the expiration or sooner termination of this license, LICENSEE shall quit and surrender the licensed premises and any and all property thereon owned by LICENSOR.

33. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York State Supreme Court, Orange County.

34. It is understood and agreed that no vested right in said premises 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 parties held said premises prior to the granting of this license.

35. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

36. This License Agreement may be executed in counterparts, each of which shall be deemed an original but all counterparts shall constitute one instrument after execution of one original by each party.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the day and year first above written, pursuant to City of Newburgh Resolution No.: -2017 of July 10, 2017.

City of Newburgh

Olmsted Vaux Shelter House Café Inc.

By: _____

Michael G. Ciaravino
City Manager
Per Resolution No.

By: _____

Stephen Sinnott, President

Approved as to Form:

KATHRYN MACK
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 193 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN AARP COMMUNITY CHALLENGE GRANT
IN AN AMOUNT NOT TO EXCEED \$30,000.00
FOR A COMPLETE STREETS DEMONSTRATION PROJECT TO BE LOCATED
AT THE INTERSECTION OF WASHINGTON AND LAKE STREETS
IN THE CITY OF NEWBURGH**

WHEREAS, the City wishes to apply for an AARP Community Challenge Grant in an amount not to exceed \$30,000.00 for a Complete Streets Demonstration Project to be located at the intersection of Washington Street and Lake Street to provide increased pedestrian safety and accessibility; and

WHEREAS, the intersection of Washington and Lake Streets is a key link between Independent Living/Independence Square and Delano-Hitch Recreation Park and is near Muchatoes Lake, the Lake Street Apartments, Cerone Place, the Armory Unity Center, Cornerstone Family Health Center and the Save-a-Lot market and also has the highest number of accidents per mile of any street within the City of Newburgh; and

WHEREAS, the City of Newburgh intends to leverage funding from Orange County as part of the Healthy Orange program, which will provide up to \$10,000 in matching money and supplies, to design and implement painted bump-outs, more visible crosswalks, delineator posts and planters for the purpose of calming traffic and improving pedestrian safety; and

WHEREAS, no matching funds are required from the City and the City Council finds that it is in the best interests of the City of Newburgh and its further development to continue apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded an AARP Community Challenge Grant in an amount not to exceed \$30,000.00 for a Complete Streets Demonstration Project to be located at the intersection of Washington Street and Lake Street; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.





Attachment A

AARP Community Challenge

Grants to make communities livable for people of all ages

SAMPLE Application and Budget Outline

****All applications must be submitted through AARP.org/CommunityChallenge by July 15, 2017, 11:59 PM ET****

DATE:

CONTACT PERSON/TITLE:

NAME OF APPLICANT ORGANIZATION:

(If unit of government, please provide a detailed description of your agency)

ADDRESS:

PHONE:

EMAIL:

NAME OF COMMUNITY HOSTING COMMUNITY PROJECT:

TOTAL POPULATION AND POPULATION AGE 65 AND OVER:

AMOUNT OF THIS GRANT REQUEST:

NUMBER OF EMPLOYEES, FULL AND/OR PART TIME:

PROJECT PROPOSAL SUMMARY (approximately 250 words):

IS YOUR ORGANIZATION (CHECK THE ONE THAT BEST APPLIES):

- 501(C)(3) or 501(C)(4) NON PROFIT
- A MUNICIPALITY
- ANOTHER UNIT OF GOVERNMENT

--- OTHER (PLEASE DESCRIBE)

SAMPLE

PROJECT NARRATIVE AND BUDGET (approximately 350 words for each section excluding Sections 8 and 9):

- 1. The community's livable communities activities to date.** Please provide a brief summary of the community policies, programs and services that are targeted toward older people and how the community plans to become more livable for all ages. Also provide the role your organization/group played in the above livable community plan.
- 2. The Community Challenge project.** What aspect of your Challenge project will this grant support? Why is this item or these items important to the project? What is the cost and how was it determined? What is the timeline for the grant funded project (projects must be completed by November 1, 2017).
- 3. Who is served?** Please outline this project's key benefits including a description of the residents that may benefit the most.
- 4. Community engagement.** How will the community engage and involve older people in the process of becoming a more livable community? Has a steering committee been created? Describe the involvement of community non-profits and other local stakeholders.
- 5. Geographic Community.** Is the project for one municipality or neighborhood? If a neighborhood, please describe why the neighborhood is a logical well-defined area for the project. Is the project for multiple towns or for neighborhoods in addition to the main town?
- 6. Capacity.** Describe how the organization will execute the work.
- 7. Matching Funds and In-Kind Support.** Are there community contributions of staff time, volunteer time, or funds that will support the project?
- 8. Project budget.** Please specify what expenses will be covered by the grant. Itemize anticipated expenses and income (if any) for this proposal. Include in-kind services such as donated materials and/or labor. (See sample template, page 5.) Add explanations if necessary.
- 9. Organization Profile (for non-governmental organizations only):**
 - Name and brief history of the organization and its involvement in aging issues.
 - Has this organization been involved in other issues? If yes, briefly describe.
 - How many people are currently involved in the organization?
 - Please describe your decision-making structure. If you have a steering committee or other similar leadership structure, please provide the names and contact information.
 - Is this a membership organization? If yes, how much are paying member dues?
 - Are any members of your organization elected officials?
 - Evidence of non-profit 501 (C) (3) or 501(C) (4) status

NOTIFICATION

The grant recipients will be notified by email. Grantees must execute and return a binding Letter Agreement to the AARP's National office to lbos@aarp.org within seven (7) days of notification. Noncompliance with this time period may result in disqualification.

ADDITIONAL TERMS AND CONDITIONS

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of participants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights. Except where prohibited by law, participation in the award constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration

AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.

Please email questions to livable@aarp.org

**AARP Community Challenge
Project Budget**

Date:

Planned completion date (on or before Nov. 1, 2017):

Name of municipality/organization:

	Expense	Additional information
Contracted services costs		
Staff costs, if any		
Office materials & supplies, if any		
Travel expenses, if any		
Total Requested		
Are there matching funds or services planned and their value?		

RESOLUTION NO.: 194 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH HARDCORE SKATEPARKS IN THE AMOUNT OF \$479,850.00
AND ALTERNATE BID PRICE OF \$37.50 PER CUBIC YARD FOR SOIL REMOVAL
AND ALTERNATE BID PRICE OF \$47.00 PER CUBIC YARD FOR SUITABLE FILL
FOR THE CONSTRUCTION OF A SKATEBOARD PARK
IN THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh duly re-advertised for bids in connection with the construction of a Skateboard Park located in the Delano-Hitch Recreation Park; and

WHEREAS, one (1) bid was received and opened; and

WHEREAS, based on a review of the bid, it is recommended that the city award said contract to Hardcore Skateparks in the amount of \$479,850.00 and alternate bid price of \$37.50 per cubic yard for soil removal and alternate bid price of \$47.00 per cubic yard for suitable fill; and

WHEREAS, it is further recommended that the City set aside an additional five (5%) percent to account for any change orders during construction; and

WHEREAS, funding for the Project will be derived from CDBG and CDBG Program Income and a DASNY grant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of a Skateboard Park located in the Delano-Hitch Recreation Park be and it is hereby awarded to Hardcore Skateparks at a cost of \$479,850.00 and alternate bid price of \$37.50 per cubic yard for soil removal and alternate bid price of \$47.00 per cubic yard for suitable fill; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute all related contracts and change orders up to five (5%) percent of the bid amount.

BID FORMS
Newburgh Skatepark
located at
Delano-Hitch Recreation Park
Bid No. 11.17
City of Newburgh, Orange County, New York

BIDDER'S CHECKLIST

The following information contained in the BID FORM must be completed by Bidder prior to Bid Submission:

Bid Prices: All blanks appropriately filled in ink or typewritten with both words and figures, where applicable.

Signatures: All signatures (except Notary Public) to be executed in blue ink.

One (1) Original and one (1) Copy of Bid

Resolution of Board of Directors.

Non-Collusion Bidding Affidavit.

Bid Security required in form of bid bond or certified bank check.

Bidder's Qualification Questionnaire with supporting data as necessary.

Affidavit - Worker's Compensation

Apprenticeship Certification Form

HUD Section 3 Certification Form

Iranian Energy Sector Divestment

Specialty Pre-Qualifications *

*See separate file labeled *Section 10 - Specialty Pre-Qualifications* for download and inclusion with submission of Bid Form package.

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BID FORM

Project Identification: Newburgh Skatepark

Contract Identification And Number: Bid No. 11.17

Submitted To: City of Newburgh

83 Broadway, 4th Floor Newburgh, NY 12550

Attn: Kathryn Mack, City Comptroller

- 1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2 BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
- 3 In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

N/A
 - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
 - e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- i. Any other representation required by Laws and Regulations.

- 4 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The intent of the project is to construct the entire plan set should the submitted bids meet budget numbers. The following prices are being requested in order to determine the work that can be completed at this time.

LUMP SUM BASE BID shall only include the work associated with Phase I in accordance with Sheet L1.3 of the plan set and any additional sheets as needed, including the technical specifications.

ADD ALTERNATIVE NO. 1 shall only include the work associated with Phase II in accordance with Sheet L1.3A of the plan set and any additional sheets as needed, including the technical specifications.

DEDUCT ALTERNATIVE NO. 1 shall be limited to the work required to furnish and install the wildflower planting indicated on Sheet L1.2 of the plan set. ADD ALTERNATIVE NO. 2 shall be limited to the work required to furnish and install turf grass in place of the aforementioned wildflower plantings.

To be clear, DEDUCT ALTERNATIVE NO. 1 may be subtracted from the LUMP SUM BASE BID PRICE and ADD ALTERNATIVE NO. 2 added to the LUMP SUM BASE BID PRICE if deemed appropriate by OWNER. The UNSUITABLE MATERIAL DISPOSAL and SUITABLE FILL per cubic yard prices shall only come into play given the amount of fill removed and replaced during construction as dictated in the plan set and technical specifications.

LUMP SUM BASE BID PRICE, Phase I:

Four Hundred Seventy Nine Thousand Eight Hundred Fifty Dollars & Zero	\$ 479,850.00
<i>Text</i>	<i>Numerical</i>

The following items shall not be included as part of the above Lump Sum Base Bid Price:

ADD ALTERNATE NO. 1, Phase II

One Hundred Eighty Eight Thousand Seven Hundred Fifty Dollars & Zero	\$ 188,750.00
<i>Text</i>	<i>Numerical</i>

DEDUCT ALTERNATIVE NO. 1, Wildflower Plantings:

Eight Thousand Dollars and Zero Cents	\$ 8,000.00
<i>Text</i>	<i>Numerical</i>

ADD ALTERNATIVE NO. 2, Turf Grass Plantings:

Three Thousand Dollars and Zero Cents	\$ 3,000.00
<i>Text</i>	<i>Numerical</i>

UNSUITABLE MATERIAL DISPOSAL, Cubic yard of Unsuitable Fill removed and disposed of off the site. Five Hundred (500) cubic yards at price per cubic yard.:

Thirty Seven Dollars and Fifty Cents	\$ 37.50
<i>Text</i>	<i>Numerical</i>

SUITABLE FILL, price per cubic yard:

Forty Seven Dollars and Zero Cents	\$ 47.00
<i>Text</i>	<i>Numerical</i>

All specific cash allowances are included in price(s) set forth above and have been computed in accordance with paragraph 11.8 of the General Conditions.

If BIDDER is:

An Individual

Seal

By: _____

Individual's Name

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

Seal

By: _____

Firm Name

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

Seal

By: Hardcore Skateparks

Corporation Name

State of Incorporation: California

Authorized Signatory: William D. Minadeo III Title: President

Attestation: _____

Secretary

Business Address: 285 N Benson Ave Upland, CA 91786

Phone Number: 614-314-2061

Date qualified to do business: 1/13/2012

A Joint Venture

Seal

By: _____

Individual's Name

Address: _____

Seal

By: _____

Individual's Name

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

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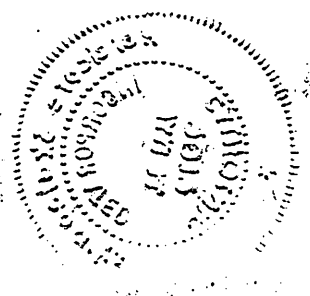
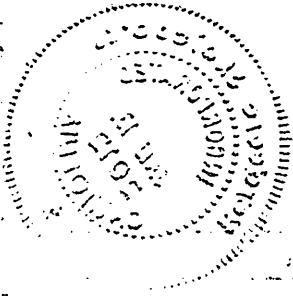
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CERTIFIED COPY OF RESOLUTION

OF BOARD OF DIRECTORS OF

Hardcore Skateparks

Name of Corporation

Resolved that **William D. Minadeo III**, **President**

Authorized Signatory

Title

of **Hardcore Skateparks** Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: **Bid No. 11.17 - Newburgh Skatepark**

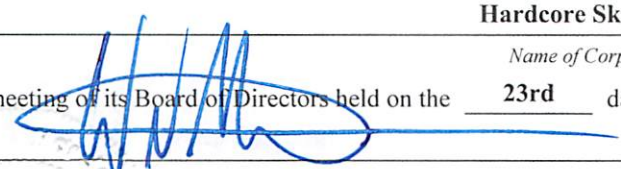
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

Hardcore Skateparks

Name of Corporation

At a meeting of its Board of Directors held on the **23rd** day of **June** 20 **17**

By:  Title: **President**

Seal

The above form must be completed if the Bidder is a Corporation.

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NON-COLLUSION BIDDING AFFIDAVIT

This affidavit must be completed by all Bidders

Newburgh Skatepark

BID No. 11.17

City of Newburgh, New York

STATE OF:)

) SS:

County of:)

I, William D. Minadeo III of the Town, Village, City of Upland
in the County of San Bernardino and the State of California

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Hardcore Skateparks

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

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

Subscribed and sworn to

William D. Minadeo III

Contractor Name

President

Name of Affiant

Title of Affiant

Signature of Affiant

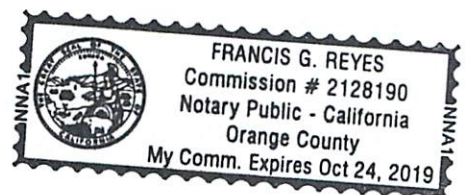
before me this 24 day of June, 20 17

Notary Public of California

My commission expires: 10-24-19

Notary Signature: Francis G. Reyes

Affix Notary Seal or Stamp below



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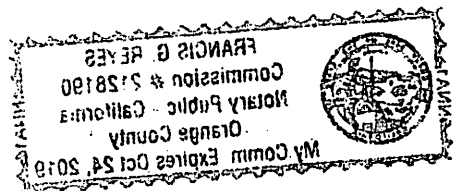
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BID BOND

BIDDER, Name and Address:

HARDCORE SKATEPARKS

273 N Benson Avenue

Upland, CA 91786

SURETY, Name and Address of Principal Place of Business:

INTERNATIONAL FIDELITY INSURANCE COMPANY

One Newark Center, 20th Floor

Newark, NJ 07102

OWNER, Name and Address:

City of Newburgh, NY

Newburgh, NY 12550

BID:

Due Date: June 26, 2017

Project, brief description and location:

Bid No. 11.17 - Newburgh Skatepark

located at Delano-Hitch Recreation Park.

BOND:

Bond Number: n/a

Date, no later than Bid Due Date: June 26, 2017

Penal Sum: **Five Percent (5%) of the Total Amount of the Bid**

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

Seal

HARDCORE SKATEPARKS

SURETY, attached power of attorney:

Seal

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: 

Signature and Title

William D. Minadeo III ~ President

Attest: _____

Signature and Title

By: 

Signature and Title

Gregory Hettinger ~ Attorney-In-Fact

Attest: 

Signature and Title

-
- 1 Above addresses are to be used for giving required notice.
 - 2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
 - 3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
 - 4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
 - 5 This obligation shall be null and void if:
 - 5.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid ding Documents and Contract Documents, or
 - 5.2 All bids are rejected by OWNER, or
 - 5.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
 - 6 Payment under this Bond will be due and pay- able upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
 - 7 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
 - 8 No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
 - 9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 - 10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 - 11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
 - 12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 - 13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

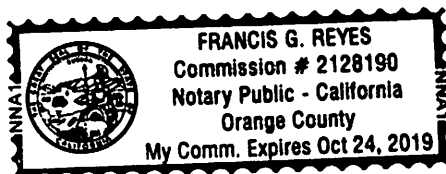
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On 6-24-17 before me, Francis G Reyes Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared William D Minadeo III
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

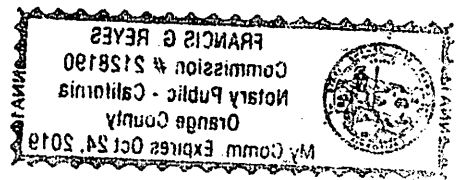
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond
 Document Date: 6-26-2017 Number of Pages: 2
 Signer(s) Other Than Named Above: N-A

Capacity(ies) Claimed by Signer(s)

Signer's Name: William D Minadeo III Signer's Name: _____
☒ Corporate Officer — Title(s): President ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: _____ ☐ Other: _____
 Signer Is Representing: _____ Signer Is Representing: _____



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

GREGORY HETTINGER

Greenwood Village, CO.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



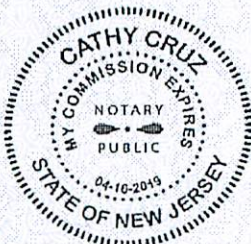
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26th day of June, 2017.

MARIA BRANCO, Assistant Secretary

-
- 1 Above addresses are to be used for giving required notice.
 - 2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
 - 3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
 - 4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
 - 5 This obligation shall be null and void if:
 - 5.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid- ding Documents and Contract Documents, or
 - 5.2 All bids are rejected by OWNER, or
 - 5.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
 - 6 Payment under this Bond will be due and pay- able upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
 - 7 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
 - 8 No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
 - 9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 - 10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 - 11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
 - 12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 - 13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.
-

BIDDERS QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1 How many years has your firm been in business as a Contractor?

in years: **17 Years**

2 List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

See attached sheet titled "Bidders Qualification Questionnaire #2"

3 List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.

Concord Ave Neighborhood \$139,000.00 - 100% Complete

~~**Bursa Skatepark \$147,500 35% Complete**~~

4 Work awarded to you; if so, state where and why.

5 What equipment do you own that is available for this work?

Concrete Pump, Bobcat, Trailers

6 What equipment do you plan to rent or purchase for this work?

Air Compressor, Mini Excavator, Roller compactor

- 7 Have you ever performed work under the direction of a Professional ENGINEER or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

Stantec - Kanten Russell 9179 Aero Sr. San Diego, CA 92123 858-633-4233 Projects: Burnsville Skatepark and Madison Skatepark

Grindline - Matt Fluegge 4619 14th Ave SW Seattle, WA 98106 206-932-6414 Project: Ithaca Skatepark Expansion

T.B. Penick & Sons, Inc. - Frank Klemaske 15435 Innovation Dr #100 San Diego, CA 92128 800-239-3046 Project: Concord Ave Neighborhood

- 8 Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Greg Hettinger - Bond Placements 5261 S Quebec St #100 Greenwood Village CO 80111 (303) 705-9887

Sofia Provencio - South County Bank 7711 Center Ave #110 Huntington Beach, CA 92647 (714) 845-3061

Andres Olguin - P&A Wrought Iron 4370 Hallmark Pkwy #106 San Bernardino, CA 92407 (909) 208-7865

- 9 Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

We shall submit upon request by OWNER within (48) hours of the opening of bids.

- 10 State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a **Corporation**

Type of Legal Entity

The address of principal place of business is:

285 N Benson Ave Upland, CA 91786

The names of the corporate officers, or partners, or individual doing business under a trade:

William D. Minadeo - President

AFFIDAVIT - WORKER'S COMPENSATION

STATE OF:)
) SS:
County of:)

I, William D. Minadeo III of the Town, Village, City of Upland
in the County of San Bernardino and the State of California

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Hardcore Skateparks

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Hardcore Skateparks

Contractor Name

Subscribed and sworn to William D. Minadeo III President
Name of Affiant *Title of Affiant*

Signature of Affiant

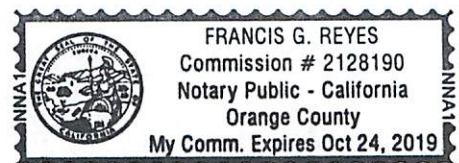
before me this 24 day of JUNE, 20 17

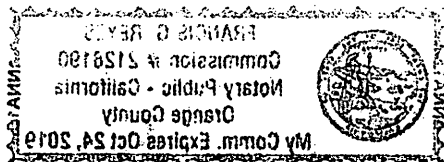
Notary Public of California

My commission expires: 10-24-19

Notary Signature: Francis G. Reyes

Affix Notary Seal or Stamp below





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APPRENTICESHIP CERTIFICATION FORM

This form is required for all service contracts over \$250,000

I William D. Minadeo III do hereby certify that I am authorized to sign a contract on behalf of
Hardcore Skateparks and that we currently have a New York State Certified Apprenticeship program.

As the prime contractor for the City of Newburgh contract entitled Bid No. 11.17 - Newburgh Skatepark
we also certify that the listing below constitutes all the sub-contractors we have hired for work on this public works contract.
Each of the sub-contractors listed below attests that they currently have a New York State Certified Apprenticeship program.

Prime Contractor: _____ Date: _____
Signature (in blue ink)

Subcontractor Name: _____
Address: _____

Phone No.: _____
Signature: _____ Title: _____ Date: _____

Subcontractor Name: _____
Address: _____

Phone No.: _____
Signature: _____ Title: _____ Date: _____

Subcontractor Name: _____
Address: _____

Phone No.: _____
Signature: _____ Title: _____ Date: _____

Subcontractor Name: _____
Address: _____

Phone No.: _____
Signature: _____ Title: _____ Date: _____

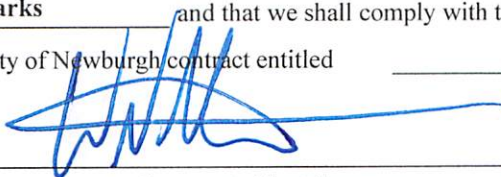
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HUD SECTION 3 CERTIFICATION FORM

This form is required for all service contracts over \$200,000

I William D. Minadeo III do hereby certify that I am authorized to sign a contract on behalf of
Hardcore Skateparks and that we shall comply with the City of Newburgh Section 3 requirements as
the prime contractor for the City of Newburgh contract entitled Bid No. 11.17 - Newburgh Skatepark

Prime Contractor: _____



Signature (in blue ink)

Date: _____

6/23/17

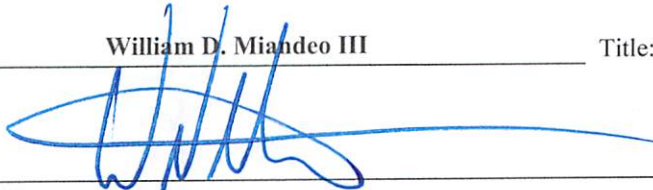
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Certification Pursuant to Section 103-g of the New York State General Municipal Law

Iranian Energy Sector Divestment

- 1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Name: William D. Miandeo III Title: President

Signature: 

Date: 6/23/17 Company Name: Hardcore Skateparks

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SPECIALTY PRE-QUALIFICATIONS

Newburgh Skatepark

located at

Delano-Hitch Recreation Park

Bid No. 11.17

City of Newburgh, Orange County, New York

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SKATEPARK SPECIALTY PRE-QUALIFICATION PACKET

Skateparks are not considered standard concrete flatwork; they require unique shapes, such as concave and convex features and finishes, and the sculptural blending of compound radius curves. All must be completed with precision for the skate facility to function properly.

To be considered a qualified and responsible Bidder, the Bidder shall provide documentation establishing that the Bidder and/or subcontractor has satisfied the experience requirements listed below:

1. The skatepark specialty contractor, or subcontractor, must be **EXCLUSIVELY** ENGAGED IN THE SPECIALIZED FIELD OF CAST-IN-PLACE CONCRETE SKATEPARK CONSTRUCTION.
2. Installation of storm drainage systems in conjunction with skatepark components.
3. Shaping of earthwork to specified radius.
4. Experience creating the following in facilities specifically intended for skateboarding: cast in place concave and convex shaped concrete elements containing compound radius curves that must be precisely shaped in order to function as intended.
5. Experience in application of vertical and horizontal shotcrete work, including horizontal and vertical radius transitions that include compound radius curves and blends, formed concrete, grinding rails, and associated concrete reinforcement as needed.
6. The Contractor shall be skilled with the installation of steel coping edges, smooth flowing seamless transition areas, and smooth trowel concrete finish work.
7. Layout, fabrication, and construction of the steel coping.
8. Installation of concrete flatwork between bowled areas.

DOCUMENTATION OF PROJECT EXPERIENCE

The following forms shall be completed by each bidding skatepark specialty contractor and/or subcontractor.

Specialty contractor prequalification statement
Specialty contractor information
Current skate park project experience
Project experience in similar cold winter climates
ACI Shotcrete Nozzleman Certification
Head Concrete Finisher Resume

SPECIALTY CONTRACTOR PREQUALIFICATION STATEMENT

The intent of the OWNER is to pre-qualify skate park builders (PRIME SUBMITTING FIRM OR SPECIALTY CONTRACTOR) for this project who must have prior specialty skate park construction experience. This prequalification is required for specialty skate park items only. Other work normally performed by a general contractor (site grading, drainage, paving, concrete flatwork, etc.) that is considered site work does not require prequalification. This statement will determine the specialty contractor's qualification for this project. In addition to skate park construction experience, firms must also demonstrate an ability to meet minimum guidelines as set in the SPECIAL PROVISIONS of the Contract Documents. Submission of this questionnaire does not constitute qualification. Qualification may be denied for any reason the Owner deems necessary for the successful completion of the project.

SPECIALTY CONTRACTOR INFORMATION

COMPANY NAME (Full Legal Name)

Hardcore Skateparks

STREET ADDRESS

285 N. Benson Ave

MAILING ADDRESS (If Different Than Above)

Upland, CA 91786 614-314-2061

OWNER STATE ZIP PHONE

William D. Minadeo III - bill@hardcoreskateparks.com 909-608-0212

CONTACT PERSON E-MAIL FAX #

45-4420444

FEDERAL TAX ID NO.

APPLICATION SUBMITTED BY:

William D. Minadeo

President

(Name)

(Title)

SPECIALTY CONTRACTOR INFORMATION

How many years has your organization been in business under your present name?

5 years

If the Specialty Contractor is a corporation, please provide the following:

State & Date of Incorporation: California 1/13/2012

Contractor License # and Classification: N/A

Secretary / Treasurer's Name: N/A

If the Specialty Contractor is a partnership, please provide the following:

State & Date of Partnership

Contractor License #

General Partner(s) Names

If the Specialty Contractor is sole proprietor, or individually owned, please provide the following:

State, & Date of Ownership

Primary Owner's Name & License #

Please Check

YES NO

☐ ☒ 1. Have you ever operated under any other names in the past?

If so, name of organization

☐ ☒ 2. Has any owner, officer or partner of your organization ever been an owner, officer or partner of this or any other organization that failed to complete a construction contract or been charged liquidated damages? If yes, please provide additional information on a separate sheet.

☐ ☒ 3. Has your organization ever been denied, debarred, or suspended by a government agency with regard to licensing or award of contracts? If yes, please provide additional information on a separate sheet.

☐ ☒ 4. Does the organization owe back taxes to the IRS ? If so how much ? ? If yes, please provide additional information on a separate sheet.

☐ ☒ 5. Has your organization ever failed to qualify as a Specialty Contractor of any project? If yes, please provide additional information on a separate sheet.

6. Does your organization meet the following minimum requirements?

- a. The successful Specialty Contractor must be able to provide valid and in good standing the following insurance coverage for the entire duration of the project, naming your firm and the Owner as additionally insured. A sample certificate with the following minimum coverage's must be submitted with this statement:
- Commercial General Liability \$1,000,000 Each Occurrence / \$2,000,000
General Aggregate, Automobile Liability Insurance \$1,000,000 Minimum,
Workman's Compensation Insurance State Minimum Coverage as
Required By Law

Certificate of Insurance Attached?

YES NO

X ☐

- b. The selected contractor shall have the ability to provide a Bid Bond at the time of the project submission. Also, Performance Material & Payments Bonds in the total amount of the project within 10 days of the award of contract. Please provide a letter of reference from your surety company (not an agent or broker) stating your good standing ability to bond a project of this scope.

Letter from Surety Attached?

YES NO

X ☐

- c. Attach 3 Letters of Reference from a past public agency giving recommendation of your organization's ability to perform quality skate park construction.

Letter of Reference Attached?

YES NO

X ☐

- d. The selected contractor shall be required to pay at a minimum Local Prevailing Wage rates as determined by the Department of Industrial Relations. Certified payrolls will be required. Can your organization comply with these requirements?

YES NO

X ☐

- e. The selected contractor shall be required to execute the contract (including providing bonds) within 15 calendar days of award. Mobilization shall occur within 10 calendar days after execution. Can your organization comply with this requirement?

YES NO

X ☐

CURRENT SKATE PARK PROJECT EXPERIENCE

Please provide a list of all concrete skate park construction projects that are in **progress** by your organization or which are complete but have not been open and in operation for a period of at least one year. The projects listed must have a construction agreement. **PROJECT INFORMATION REQUIRED** – Please provide all information requested & utilize additional sheets as necessary.

Name and Location of Project Concord Ave Neighborhood (Contract 9) - Cambridge, MA

Owner's Name City of Cambridge

Address 147 Hampshire St Cambridge, MA 02139

Phone Number 614-349-4818

Email cwoodbury@cambridgema.gov

Project Size

(Skating area only) 11,000 sq ft Construction Value \$139,000 % Complete 100

Completion Date _____

Designer and Architect Kleinfelder, MWH, HOR & Bioengineering Group

Project Description and Scope of Work Performed fine grading, forming, shotcrete and stripping forms on Mounds required.

Name and Location of Project Bursa Skatepark - Bursa Turkey

Owner's Name Metrikparks Extreme

Address Yeni Yalova Yolu Buttim Is Merkezi E 4 Blok No: 4305,16300

Phone Number +90 224 212 00 04

Email levent@merrikparks.com

Project Size

(Skating area only) 11,500 sq ft Construction Value \$147,500.00 % Complete 35%

Completion Date Est. July 2017

Designer and Architect Hardcore Skateparks

Project Description and Scope of Work _____

Name and Location of Project _____

Owner's Name _____

Address _____

Phone Number _____

Email _____

Project Size

(Skating area only) _____ sq ft Construction Value \$ _____ % Complete _____

Completion Date _____

Designer and Architect _____

Project Description and Scope of Work _____

PAST COMPLETED SKATE PARK PROJECT EXPERIENCE

The prime submitting firm or its specialty contractor, in order to be pre-qualified for this project must have completed **(10)** public concrete skate park facilities with a minimum skating area of **10,000 square feet** in the last **10 years**. **5 must be complete within the past 5 years, and 5 must have been opened and operating for at least 5 years.** These parks must be open and in good operating condition for at least one year. Only those projects where the complete construction of the facility has been the sole responsibility of your firm can be included. Please provide detailed project information and verifiable references for each of these qualifying skate park facilities. If the prime submitting firm will not be performing the specialty items listed on the plans but will have these items constructed by a specialty subcontractor, only the subcontractor will be required to be pre-qualified for these specialty bid items.

No exceptions will be made to these requirements.

PROJECT INFORMATION REQUIRED – Please provide all information requested and utilize additional sheets as necessary.

PROJECT PHOTO REQUIRED – Please provide at least one (1) photo of each completed construction.

Name and Location of Project Criag Ranch Skatepark - N. Las Vegas, NV
Owner's Name City of N. Las Vegas
Address 3840 N Commerce St. N. Las Vegas, NV 89032
Phone Number 702-633-1230
Email jomelm@cityofnorthlasvegas.com
Project Size
(Skating area only) 30,000 sq ft Construction Value \$ 429,331.23 % Complete 100
Completion Date 2013
Designer and Architect Wally Holliday
Project Description and Scope of Work Hardcore Skatepark provided specialty concrete and overall construction of the skatepark

Name and Location of Project Poplar Bluff Skatepark - Missouri
Owner's Name City of Poplar Bluff
Address 430 N. Second St. Poplar Bluff, MO 63901
Phone Number 573-686-8645
Email pbpark@mycitycable.com
Project Size
(Skating area only) 40,000 sq ft Construction Value \$ 404,067.00 % Complete 100
Completion Date 2012
Designer and Architect ASD
Project Description and Scope of Work Hardcore Skateparks provided specialty concrete and overall construction of the skatepark

Name and Location of Project Northeast Metro Park Phs3 - Austin, TX
Owner's Name Travis County
Address 700 Lavaca Suite 800, Austin TX 78701
Phone Number 512-854-7587
Email roger.schuck@co.travis.tx.us
Project Size
(Skating area only) 40,000 sq ft Construction Value \$ 937,522.25 % Complete 100
Completion Date 2012
Designer and Architect Newline and HC Designs
Project Description and Scope of Work Hardcore Skateparks provided General Contracting services. Specialty Concrete and overall construction of the skatepark

Name and Location of Project Central Park Skatepark
Owner's Name City of Madison
Address 1600 Emil St Madison, WI 53713
Phone Number 608-266-4751
Email engineer@cityofmadison.com
Project Size
(Skating area only) 18,500 sq ft Construction Value \$ 445,500.00 % Complete 100
Completion Date 2015
Designer and Architect Stantec
Project Description and Scope of Work Project includes transition and street. Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark.

Name and Location of Project Ithaca Skatepark Expansion
Owner's Name City of Ithaca
Address 108 E Green St Ithaca, NY 14850
Phone Number 607-257-7262
Email Not available
Project Size
(Skating area only) 10,000 sq ft Construction Value \$ 117,500 % Complete 100
Completion Date _____
Designer and Architect Grindline
Project Description and Scope of Work Hardcore Skateparks provided Specialty Concrete and overall construction to the skate park. Project included ornamental metals.

Name and Location of Project Yavne Skatepark - Yavne Israel
Owner's Name Mordechai Israel Construction & Engineering
Address _____
Phone Number +972 54444 3800
Email mezigad@gmail.com
Project Size
(Skating area only) 10,000 sq ft Construction Value \$ 18,000.00 % Complete 100
Completion Date 2015
Designer and Architect Hardcore Skateparks
Project Description and Scope of Work Installation of all concrete flatwork.

Name and Location of Project Aurora Skate Park - Aurora Ontario
Owner's Name City of Aurora
Address 100 John West Way, Box 1000 Aurora, Ontario L4G 6J1
Phone Number 905-727-3123
Email ihenriksen@aurora.ca
Project Size
(Skating area only) 10,000 sq ft Construction Value \$ 268,000.00 % Complete 100
Completion Date 2014
Designer and Architect _____
Project Description and Scope of Work Engineered Drawings, Skatepark Fine Grading and base material (Placement Only) Shotcrete banks and transitions, ledges, turndown walls, flat concrete decks and ornamental metals.

Name and Location of Project Portland Skatepark
Owner's Name City of Portland
Address 55 Portland St. Portland, ME 04101
Phone Number 207-756-8275
Email sid@portlandmaine.gov
Project Size
(Skating area only) 10,000 sq ft Construction Value \$ 252,391.00 % Complete 100
Completion Date 2010
Designer and Architect Hardcore Design
Project Description and Scope of Work Complete Skatepark construction

Name and Location of Project Westhoff Skatepark
Owner's Name City of O'Fallen
Address 100 North Main St. O'Fallon, MO 6336
Phone Number 636-379-5492
Email dbuesse@ofallon.mo.us
Project Size
(Skating area only) 10,000 sq ft Construction Value \$ 399,176.00 % Complete 100
Completion Date 2012
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty skatepark subcontractor.

Name and Location of Project Brush Skatepark
Owner's Name City of Brush
Address PO Box 363 Brush, CO 80723
Phone Number 970-768-4327
Email dandersen@brushcolo.com
Project Size
(Skating area only) 10,000 sq ft Construction Value \$ 111,097.00 % Complete 100
Completion Date 2014
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty Skatepark subcontractor.

HARDCORE

SKATEPARKS

Craig Ranch Skatepark | North Las Vegas, NV



CRAIG RANCH SKATEPARK

Location: North Las Vegas, NV

Size: 30,000 sq. ft.

Construction Completion: October 2013

Owner: City of North Las Vegas

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark. This massive competition style park offers transition and street features to all wheeled riders. The city has hosted several competitions and it quickly became the best skatepark in the Las Vegas area.



HARDCORE

SKATEPARKS

Poplar Bluff Skatepark | Poplar Bluff, MO



POPLAR BLUFF SKATEPARK

Location: Poplar Bluff, MO

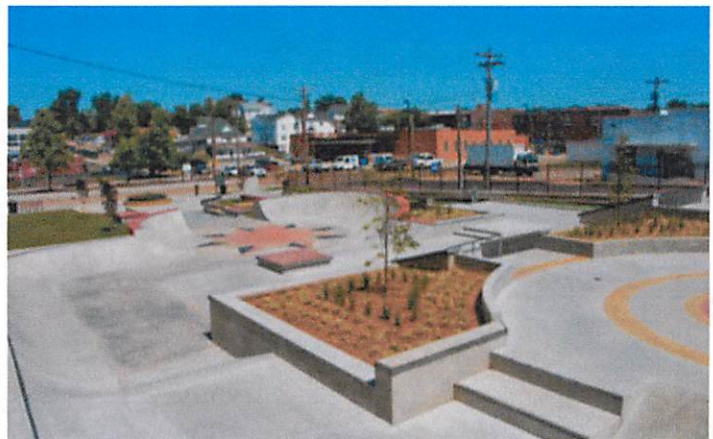
Size: 17,000 sq ft

Designer: Action Sports Design

Construction Completion Date: 2012

Owner: City of Poplar Bluff

SCOPE OF WORK: Hardcore Skateparks was the general contractor on this skate park project. This skate park is the city's first "Wheel Friendly" Skate Plaza that is pedestrian friendly and has spectator viewing. It is aesthetically unique in that its urban plaza theme reflects features of the existing environment, making the plaza fit into and enhance its context. This skate park was built into a space where the old City Hall and City Jail used to stand. The jail walls are still visible, but now this space has been transformed into an aesthetically pleasing skate park for the community.



HARDCORE

SKATEPARKS

Northeast Metro Park Phase 3



Location: Austin, TX

Size: 40,000 SF

Designer: Newline Skateparks & Hardcore Design

Completed: 2012

Owner: Travis County

Hardcore Skateparks was the general contractor on this skate park project. This skate park features a street course, snake run and two bowls. The park has vert walls, a kicker gap, staggered many pads, china banks and even some shade structures to escape the heat. Both skateboarders and BMX bicycle riders are welcomed at this skate park.



HARDCORE

SKATEPARKS

CENTRAL PARK SKATEPARK | MADISON, WI



CENTRAL PARK SKATEPARK

SIZE: 18,500 sf

COMPLETION: JULY 2015

LOCATION: Madison, WI

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark.



HARDCORE

SKATEPARKS

ITHACA SKATEPARK | ITHACA, NY



ITHACA SKATEPARK

SIZE: 6000 sf

COMPLETION: August 2015

LOCATION: Ithaca, NY

Owner/ Contact: City of Ithaca
Rod Howe 607-257-7262

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark. This long anticipated renovation updated this park with everything the local skaters wanted. Stamped concrete bank, stairs, rails and a lot more space make this a great community park.



HARDCORE

SKATEPARKS

Yavne Skatepark



Location: Yavne Israel

Size: 12,378 SF

Designer: Hardcore Skateparks

Completed: 2016

Hardcore Skateparks performed custom cast-in-place concrete, fine grading, ornamental metals, rebar, formwork, shotcrete and flatwork custom concrete.



HARDCORE

SKATEPARKS

Aurora Skatepark



Location: Aurora ON

Size: 8,300 SF

Designer: Canadian Ramp Company

Completed: 2014

Owner: Town of Aurora

Hardcore Skateparks performed custom cast-in-place concrete, fine grading, ornamental metals, rebar, formwork, shotcrete and flatwork custom concrete.



HARDCORE

SKATEPARKS

Portland Skatepark



Location: Portland, ME

Size: 10,000 SF

Designer: Hardcore Design

Completed: 2010

Owner: City of Portland Maine

Hardcore Skateparks was the general contractor for this project. It took five years of planning and fundraising to get this skate park built. The park includes aspects for both boarders and bikers of all skill levels such as a transfer gap, A-frame pyramid and hubba ledges.



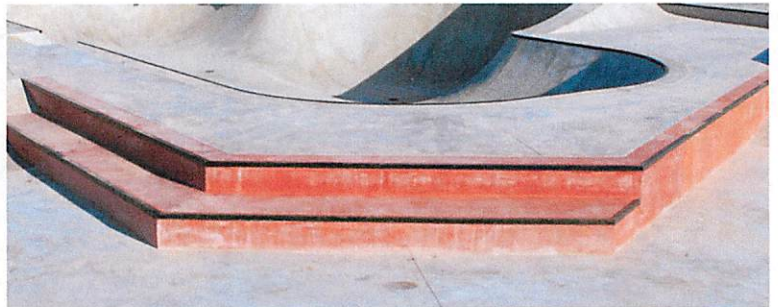
HARDCORE

SKATEPARKS

WESTOFF SKATEPARK | O'FALLEN , MO



Location: O'Fallon MO
Size: 10,000 sq ft
Designer: Hardcore Design
Completion Date: November 2012
Owner: City of O'Fallon / Dan Buesse
dbuesse@ofallon.mo.us



HARDCORE

SKATEPARKS

Brush Pioneer Park Skatepark | Brush Colorado



Location: Brush, CO

Size: 6,500 sq. ft.

Designer: Hardcore Design

Construction Completion: September 2014

Owner: City of Brush

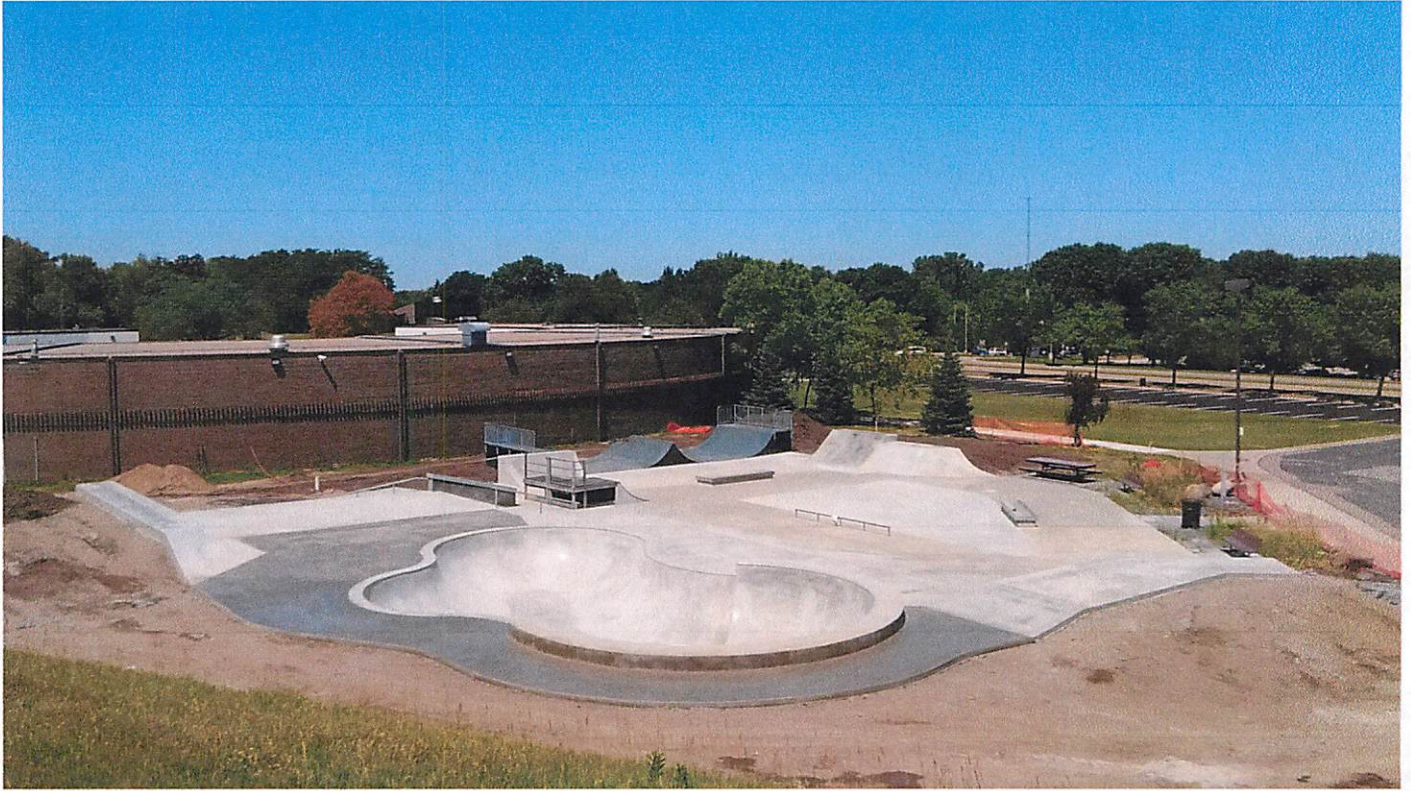
Hardcore Skateparks was the specialty subcontractor on this skatepark project. This park features a large raised deck with stair sets, banks, hubba ledges and a brick stamped bank that borders the side. Floating features are apparent with a bump to bump, roll-on kicker, and a floating penny on the edge of the park.



HARDCORE

SKATEPARKS

BURNSVILLE SKATEPARK | BURNSVILLE, MN



BURNSVILLE SKATEPARK

Size: 12,000sf

Completion : July 2016

Location: Burnsville, MN

Owner/ Contact: City of Burnsville

Dean Mulso Dean.Mulso@burnsvillemn.gov

PH: 952-895-4651 office

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark. This expansion project added a bowl feature, stairs, rails, ledges and more.



PROJECT EXPERIENCE IN SIMILAR COLD WINTER CLIMATES

The prime submitting firm or its specialty contractor, in order to be pre-qualified for this project must have completed **(10)** public concrete skate park facilities with similar harsh winter climates to this project. **5 of these must have been opened and operating for at least 5 years.** These parks must be open and in good operating condition for at least one year. Only those projects where the complete construction of the facility has been the sole responsibility of your firm can be included. Please provide detailed project information and verifiable references for each of these qualifying skate park facilities. If the prime submitting firm will not be performing the specialty items listed on the plans but will have these items constructed by a specialty subcontractor, only the subcontractor will be required to be pre-qualified for these specialty bid items.

No exceptions will be made to these requirements.

PROJECT INFORMATION REQUIRED – Please provide all information requested and utilize additional sheets as necessary.

PROJECT PHOTO REQUIRED – Please provide at least one (1) photo of each completed construction.

Name and Location of Project Brush Skatepark
Owner's Name City of Brush
Address PO Box 363 Brush, CO 80723
Phone Number 970-768-4327
Email dandersen@brushcolo.com
Project Size
(Skating area only) 10,000 sq ft Construction Value \$111,097.00 % Complete 100
Completion Date 2014
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty Skatepark subcontractor.

Name and Location of Project Westhoff Skatepark
Owner's Name City of O'Fallen
Address 100 North Main St. O'Fallon, MO 6336
Phone Number 636-379-5492
Email dbuesse@ofallon.mo.us
Project Size
(Skating area only) 10,000 sq ft Construction Value \$399,176.00 % Complete 100
Completion Date 2012
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty skatepark subcontractor.

Name and Location of Project Aurora Skate Park - Aurora Ontario
Owner's Name City of Aurora
Address 100 John West Way, Box 1000 Aurora, Ontario L4G 6J1
Phone Number 905-727-3123
Email jhenriksen@aurora.ca
Project Size
(Skating area only) 10,000 sq ft Construction Value \$268,000.00 % Complete 100
Completion Date 2014
Designer and Architect _____
Project Description and Scope of Work Engineered Drawings, Skatepark Fine Grading and base material (Placement Only) Shotcrete banks and transitions, ledges, turndown walls, flat concrete decks and ornamental metals.

Name and Location of Project Portland Skatepark
Owner's Name City of Portland
Address 55 Portland St. Portland, ME 04101
Phone Number 207-756-827
Email sid@portlandmaine.gov
Project Size
(Skating area only) 10,000 sq ft Construction Value \$252,391.00 % Complete 100
Completion Date 2010
Designer and Architect Hardcore Design
Project Description and Scope of Work Complete Skatepark construction

Name and Location of Project Ithaca Skatepark Expansion
Owner's Name City of Ithaca
Address 108 E Green St Ithaca, NY 14850
Phone Number 607-257-7262
Email Not available
Project Size
(Skating area only) 10,000 sq ft Construction Value \$117,500 % Complete 100
Completion Date _____
Designer and Architect Grindline
Project Description and Scope of Work Hardcore Skateparks provided Specialty Concrete and overall construction to the skate park. Project included ornamental metals.

Name and Location of Project Central Park Skatepark
Owner's Name City of Madison
Address 1600 Emil St Madison, WI 53713
Phone Number 608-266-4751
Email engineer@cityofmadison.com
Project Size
(Skating area only) 18,500 sq ft Construction Value \$445,500.00 % Complete 100
Completion Date 2015
Designer and Architect Stantec
Project Description and Scope of Work Project includes transition and street. Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark.

Name and Location of Project Cosca Regional Park Skatepark - Clinton, MD
Owner's Name Prince George County
Address 14741 Governor Oden Bowie Dr. Upper Marlboro, MD 20772
Phone Number 301-495-2500
Email Not Available
Project Size
(Skating area only) 12,000 sq ft Construction Value \$ 870,144.00 % Complete 100
Completion Date 2013
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty skatepark subcontractor.

Name and Location of Project Milligan Skatepark - Crawfordsville, IN
Owner's Name City of Crawfordsville
Address 300 E. Pike St Crawfordsville, IN 47933
Phone Number 765-364-5152
Email mhuckstep@crawfordsville-in.gov
Project Size
(Skating area only) 10,000 sq ft Construction Value \$ 153,660.00 % Complete 100
Completion Date 2010
Designer and Architect Site Design Group
Project Description and Scope of Work Complete skatepark construction

Name and Location of Project Prince Edward County Skatepark

Owner's Name Prince Edward County Ontario

Address 332 Main St. 2nd Floor Picton, ON K0K 2T0

Phone Number 613-476-2148

Email rdubyk@pecounty.on.ca

Project Size

(Skating area only) 15,700 sq ft Construction Value \$700,000.00 % Complete 100

Completion Date 2010

Designer and Architect Hardcore Skateparks

Project Description and Scope of Work Site prep, excavation, grading, steel fabrication, rebar, formwork, cast-in-place concrete, shotcrete.

Name and Location of Project Tyendinaga Skatepark

Owner's Name Mohawks of the Bay of Quinte

Address 24 Meadow Dr Tyendinaga Mohawk Territory, ON K0K 1X0

Phone Number

Email tomk@mbq-tmt.org

Project Size

(Skating area only) 10,000 sq ft Construction Value \$400,000.00 % Complete 100

Completion Date 2010

Designer and Architect Hardcore Skateparks

Project Description and Scope of Work Public facilitation, skatepark design, construction documents, construction administration.

HARDCORE

SKATEPARKS

Brush Pioneer Park Skatepark | Brush Colorado



Location: Brush, CO

Size: 6,500 sq. ft.

Designer: Hardcore Design

Construction Completion: September 2014

Owner: City of Brush

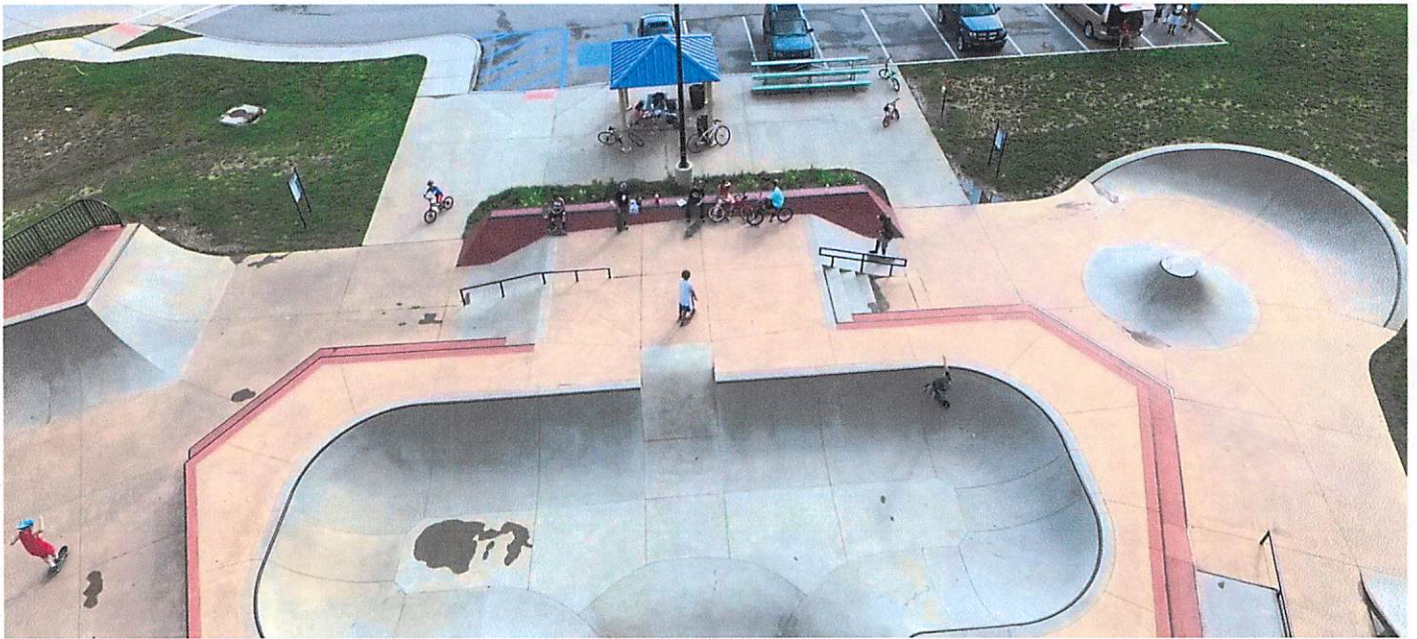
Hardcore Skateparks was the specialty subcontractor on this skatepark project. This park features a large raised deck with stair sets, banks, hubba ledges and a brick stamped bank that borders the side. Floating features are apparent with a bump to bump, roll-on kicker, and a floating penny on the edge of the park.



HARDCORE

SKATEPARKS

WESTOFF SKATEPARK | O'FALLEN , MO



Location: O'Fallon MO
Size: 10,000 sq ft
Designer: Hardcore Design
Completion Date: November 2012
Owner: City of O'Fallon /Dan Buesse
dbuesse@ofallon.mo.us



HARDCORE

SKATEPARKS

Aurora Skatepark



Location: Aurora ON

Size: 8,300 SF

Designer: Canadian Ramp Company

Completed: 2014

Owner: Town of Aurora

Hardcore Skateparks performed custom cast-in-place concrete, fine grading, ornamental metals, rebar, formwork, shotcrete and flatwork custom concrete.



HARDCORE

SKATEPARKS

Portland Skatepark



Location: Portland, ME

Size: 10,000 SF

Designer: Hardcore Design

Completed: 2010

Owner: City of Portland Maine

Hardcore Skateparks was the general contractor for this project. It took five years of planning and fundraising to get this skate park built. The park includes aspects for both boarders and bikers of all skill levels such as a transfer gap, A-frame pyramid and hubba ledges.



HARDCORE

SKATEPARKS

ITHACA SKATEPARK | ITHACA, NY



ITHACA SKATEPARK

SIZE: 6000 sf

COMPLETION: August 2015

LOCATION: Ithaca, NY

Owner/ Contact: City of Ithaca
Rod Howe 607-257-7262

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark. This long anticipated renovation updated this park with everything the local skaters wanted. Stamped concrete bank, stairs, rails and a lot more space make this a great community park.



HARDCORE

SKATEPARKS

CENTRAL PARK SKATEPARK | MADISON, WI



CENTRAL PARK SKATEPARK

SIZE: 18,500 sf

COMPLETION: JULY 2015

LOCATION: Madison, WI

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark.



HARDCORE

SKATEPARKS

Cosca Regional Skatepark | Clinton, MD



Location: Clinton, MD

Size: 12,000 sq ft

Designer: Hardcore Design

Completion Date: March 2013

Owner: Prince George County

Hardcore Skateparks was the specialty subcontractor on this skate park project. The Cosca Skatepark is located at 10000 Thrift Road, Clinton 20735 . This skate park features transitional and street elements effectively designed in the 12,000 sq ft space.



HARDCORE

SKATEPARKS

Milligan Skatepark



Location: Crawfordsville, IN

Size: 10,000 SF

Designer: Site Design Group

Completed: 2010

Owner: City of Crawfordsville

Hardcore Skateparks was the general contractor for this skatepark project constructing cast-in-place concrete, shotcrete, formwork, fabricated metals, flatwork and ledges. This skate park is in the perfect location to serve the needs of this community for years to come.



Prince Edward County Skatepark



Location: Prince Edward County ON

Size: 15,700 SF

Designer: Hardcore Skateparks

Completed: 2010

Owner: Prince Edward County Ontario

Hardcore Skateparks performed custom cast-in-place concrete, fine grading, ornamental metals, rebar, formwork, shotcrete and flatwork custom concrete.

HARDCORE

SKATEPARKS

Tyendinaga Skatepark



Location: Tyendinaga Mohawk Territory

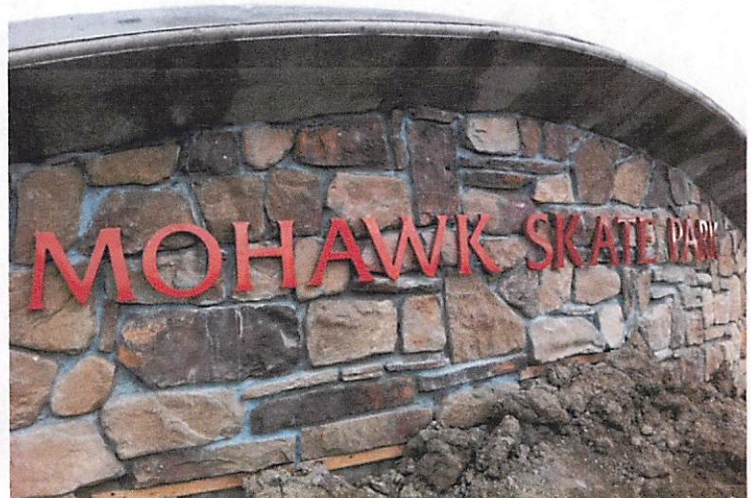
Size: 10,000 SF

Designer: Hardcore Skateparks

Completed: 2010

Owner: Mohawks of the Bay of Quinte

Hardcore Skateparks was the designer and general contractor for this project. Public facilitation was performed in order to make this project a reality for the community.



ACI SHOTCRETE NOZZLEMAN CERTIFICATION

The Contractor's proposed Shotcrete Nozzle Operator(s) must be qualified under the ACI Shotcrete Nozzleman Certification Program and have at least (5) years of experience in shotcrete as applied to Skateparks. Contractors must provide proof of certification. Contractors must provide (5) project references (skateparks only) that the Shotcrete Nozzle Operator(s) was directly involved with applying shotcrete. Only qualified and approved Shotcrete Nozzle Operator(s) are permitted to perform shotcrete work on this project. Qualified and approved Shotcrete Nozzle Operator(s) must be onsite during all major shotcrete work. The Contract Administrator reserves the right to reject any contractors with Shotcrete Nozzle Operator(s) that do not meet the required skills and experience criteria.

Project #1 Ithaca Skatepark Expansion

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	Terry Morroni
	607-732-1008

Project #2 Craig Ranch Skatepark

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	Nathan Bemo
	417-483-3055

Project #3 Brush Skatepark

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	D. Anderson
	970-768-4327

Project 4 Cosca Regional Skatepark

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	
	301-495-2500

Project 5 Poplar Bluff

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	
	573-686-8645

HEAD CONCRETE FINISHER

The Contractor's proposed Head Concrete Finisher must have at least (5) years of experience in concrete finishing as applied to concrete skateparks. Contractors must be directly involved with Finishing Skatepark Concrete in a lead role. Only qualified and approved Concrete Finishers are permitted to perform finishing work on this project. The Head Concrete Finisher must be onsite during all major finishing work. The Contract Administrator reserves the right to reject any contractors with a Head Concrete Finisher that does not meet the required skills and experience criteria.

Project #1 Cosca Regional Skatepark

Head Concrete Finisher Robin Dennewitz

Reference name & contact number 301-495-2500

Project #2 Brush Skatepark

Head Concrete Finisher Robin Dennewitz

Reference name & contact number D. Anderson
970-768-4327

Project #3 Aurora Skatepark

Head Concrete Finisher Robin Dennewitz

Reference name & contact number Ivy Henriksen
905-727-3123 ext 4392

Project 4 Northeast Metro Skatepark

Head Concrete Finisher Robin Dennewitz

Reference name & contact number Roger Schuck
512-854-7587

Project 5 Ithaca Skatepark

Head Concrete Finisher Robin Dennewitz

Reference name & contact number Terry Morroni
607-732-1008

ADDITIONAL QUESTIONNAIRE & REQUIREMENTS

Please accurately answer & provide for all the information requested utilizing a separate sheet as necessary.

Please Check

YES NO

☒ ☐ A. Has your firm excavated a below ground skate park structure and prepared it for shotcrete application?

☒ ☐ B. Has your firm placed transitional and radial shotcrete sculptures using approved methods including a smooth trowel finish?

☒ ☐ C. Does your firm possess all the necessary equipment, labor forces, and material suppliers to complete this project per plans and specifications within the given schedule?

☒ ☐ D. Has your firm fabricated, galvanized, and installed rolled/bent ornamental metal coping?

☒ ☐ E. Has your firm installed standard pool coping and tile?

F. Has your firm constructed custom concrete skate park features like:
(mark those that apply)

☒ Stamped Brick ☒ Integral Color ☒ Sculptural artistic elements

Please Check

YES NO

☐ ☒ G. Has your firm performed any concrete skate park construction with workmanship issues, defects, or warranty problems, including having to repair or replace portions of work?

☒ ☐ H. Can your firm provide shop drawings and submittals for all of the required and specified materials on this project?

SCHEDULE & SKATE PARK MANAGEMENT EXPERIENCE

1. Please provide a schedule identifying key tasks and milestones your project team has identified to demonstrate your ability to coordinate the entire job. This will be for evaluation purposes only and not intended as a working schedule.
2. Please provide a detailed list, and resumes, identifying your firm's key personnel and management team that is responsible for the aforementioned skate park experience. Please include any owners, officers, managers, construction supervisors, or any other employee with the identified experience for the listed qualifying projects. Show that the individual directly responsible for the

construction management of these projects will be the same individual utilized on this project and responsible for weekly reports, site meetings and quality control inspections. Substitutions of key personnel will not be allowed without written agreement from the Owner.

This document must be notarized. This pre-qualification statement will not be considered responsive or valid unless it is completed in its entirety and signed, dated, and notarized. The Owner reserves the right to disqualify any firm for any reason deemed necessary for the successful completion of this project.

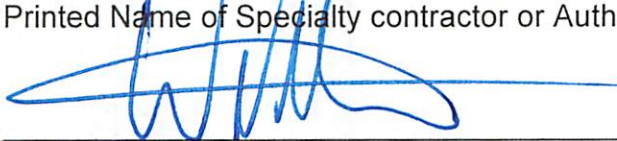
The SPECIALTY CONTRACTOR (undersigned) hereby certifies and that all of the information contained in this document is true and correct to the best of their knowledge. I declare under penalty of perjury that the foregoing is correct.

Hardcore Skateparks

Legal Business Name of Submitting Individual, Partnership, Limited Liability Company, or Corporation & Contractor License Number

William D. Minadeo III

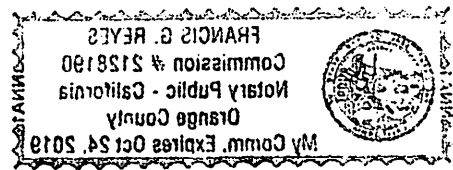
Printed Name of Specialty contractor or Authorized Agent



Signature of Specialty contractor or Authorized Agent

ALL SIGNATURES MUST BE WITNESSED BY NOTARY

(ATTACH JURAT)



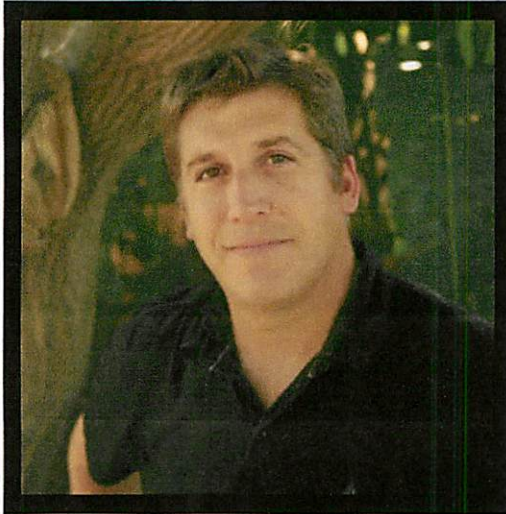
HARDCORE

SKATEPARKS

KEY PERSONNEL

William D. Minadeo III "Bill"

President/ Supervisor



Bill is the President of Hardcore Skatepark and also Supervisor for many of our projects. He will serve as your point of contact and will be responsible for the day to day management of staff, crew, scheduling, budget awareness and overall project performance. Bill has been an avid skateboarder for 30 years. His love for the sport is grounded in a deep understanding in the art and motion of skateboarding. Bill has been traveling the world designing and building skate parks for 15 years. In that time, he has overseen projects on 4 different continents. This unique experience has given him an intimate knowledge of regionally specific construction constraints and techniques. Bill brings a wealth of experience and knowledge in all aspects of design and construction.

Notable Projects

Cosca Regional Skatepark

12,500 SF

Completed April 2013

Cosca, MD

Brush Skatepark

6,200 SF

Completed September 2014

Brush, CO

Aurora Skatepark

8,500 SF

Completed October 2014

Aurora, ON Canada

NE Metro Park

50,000 SF

Completed November 2012

Travis County, TX

Yavne Skatepark

8,000 SF

Completed April 2015

Yavne, Israel

Madison Skatepark

18,500 SF

Completed July 2015

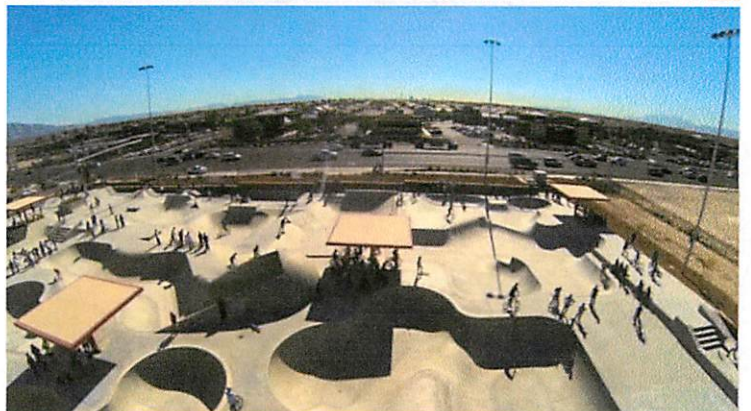
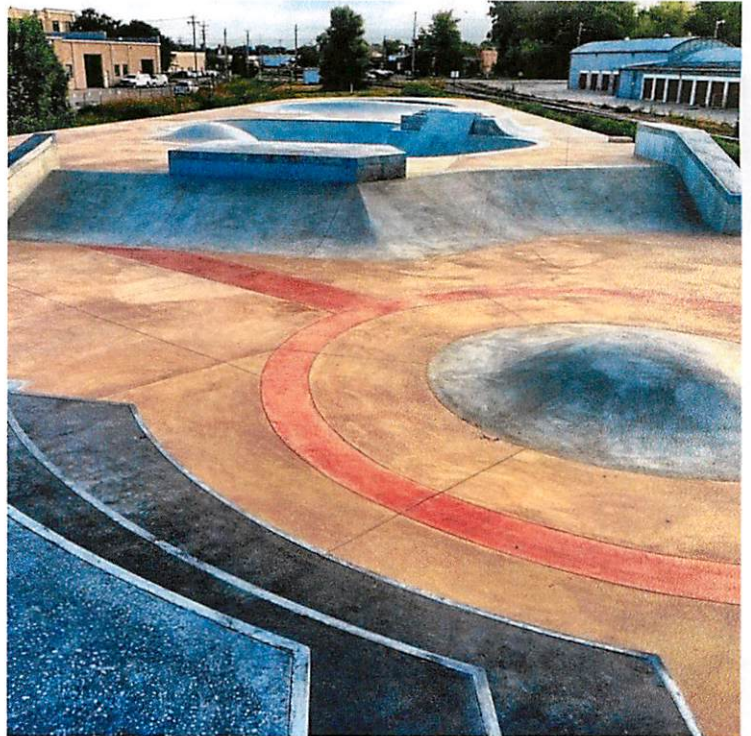
Madison, WI

Ithaca Skatepark

6,000SF

Completed August 2015

Ithaca, NY



KEY PERSONNEL

Julien Wahart

Supervisor for Hardcore Skateparks

2015 - Present

Julien will serve as the Supervisor for this project. Julien is fairly new to Hardcore Skateparks but is a great asset to our team. He was born and raised in France and began his career in 2009 working in project management. Julien holds a Master's Degree in Civil Engineering and now has several years experience in general construction.

Roles and Responsibilities

- Construction Management
- Oversee Day-to-Day Operations
- Reporting daily logs to City Staff and Inspectors
- Quality Assurance
- OSHA Safety Certified – 10 Hour Program

Notable Projects

Yavne Skatepark

8,000 SF

Completed April 2015

Yavne, Israel

Madison Skatepark

18,500 SF

Completed July 2015

Madison, WI

Ithaca Skatepark

6,000 SF

Completed August 2015

Ithaca, NY

Dingolfing Skatepark 1000

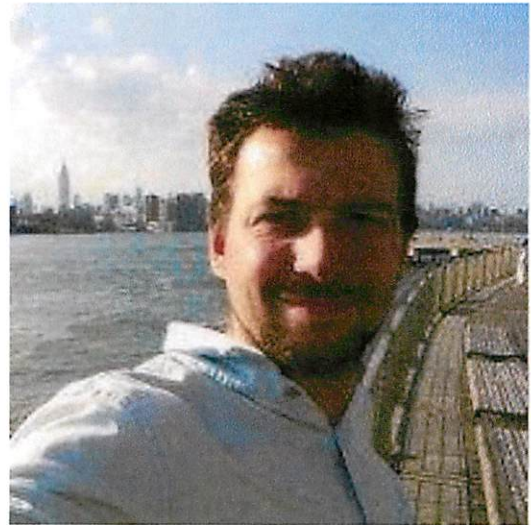
SQM

Dingolfing Germany

Garmisch Skatepark

500 SQM

Garmisch Germany

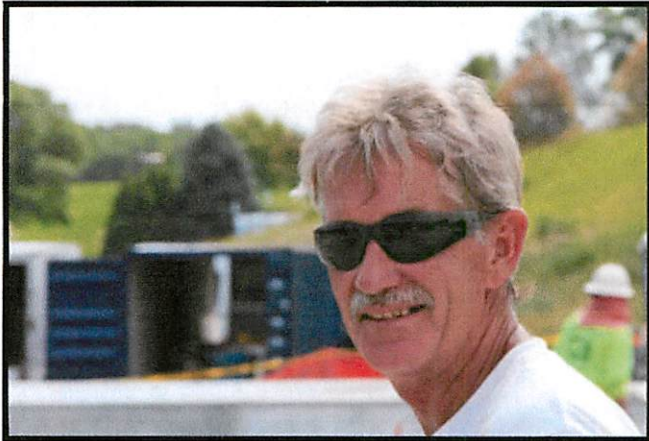


KEY PERSONNEL

Robin Dennewitz

Metal Specialist for Hardcore Skateparks

2012 - Present



Robin will serve as the Metal Specialist for this project. With 4 years under the belt with Hardcore Skateparks and an additional 7 years skatepark construction experience, he ensures that any and all new projects he builds will be of the highest quality in industry standards. He pays great attention to detail and makes sure that his skateparks are built correctly and conform to technical specifications. He will provide a working environment that conforms to all safety standards and will lead his team to construct parks that are within budget and stay ahead of the construction schedule.

Roles and Responsibilities

- Quality Assurance
- Carpentry
- Welding



Notable Projects

Cosca Regional Skatepark

12,500 SF

Completed April 2013 Cosca, MD

Brush Skatepark

6,200 SF

Completed September 2014
Brush, CO

Aurora Skatepark

8,500 SF

Completed October 2014
Aurora, ON Canada

NE Metro Park

50,000 SF

Completed November 2012
Travis County, TX



KEY PERSONNEL

Dustin Younie

Foreman for Hardcore Skateparks

2014 - Present

Dustin will serve as a Foreman for this project. With 2 years under the belt with Hardcore Skateparks. Dustin has the knowledge and experience in Master Carpentry, Carpentry Layout and Set-up. His attention for safety standards and certification in first aid make him a vital member to our team. He is progressively learning and educating himself on new methods in construction to ensure the continued evolution in building quality Skateparks.

Roles and Responsibilities

- Quality Assurance
- Carpentry
- OSHA Safety Certified – 10 Hour Program

Notable Projects

Yavne Skatepark

8,000 SF

Completed April 2015

Yavne, Israel

Madison Skatepark

18,500 SF

Completed July 2015

Madison, WI

Ithaca Skatepark

6,000SF

Completed August 2015

Ithaca, NY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2017

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 Crusberg Decker Insurance OD91080 www.cdinsurance.com 285 N. Hill Avenue #200 Pasadena CA 91106 INSURED Hardcore Skateparks 273 N Benson Upland CA 91786	CONTACT NAME: Harry Crusberg Jr PHONE (A/C, No, Ext): (877) 536-1250 E-MAIL : hcrusberg@aol.com ADDRESS : INSURER(S) AFFORDING COVERAGE INSURER A: Maxum Indemnity Co. NAIC # 26743 INSURER B: Mercury Casualty 11908 INSURER C: Starr Indemnity 38318 INSURER D: Scottsdale Insurance 41297 INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: CL1762305425

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		☒ Y	GLP6018445-06	3/30/2017	3/30/2018	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER ☐					PRODUCTS - COM/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS	☒ Y	CCA0010024	4/8/2017	4/8/2018	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ Y				PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist BI split limit \$ 100,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ 4,000,000
						AGGREGATE \$ 4,000,000
	DED RETENTION \$	☒ Y	EXC6028441-02	3/30/2017	3/30/2018	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				☒ PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	1000002633	2/1/2017	2/1/2018	E L DISEASE - EA EMPLOYEE \$ 1,000,000
D	Contractors Equipment	☒ Y	CPS2721324	5/28/2017	5/28/2018	SCHEDULED 972,266
	Rented, Leased, Borrowed					UNSCHEDULED 100,000

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

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED INCLUDING PRIMARY NON-CONTRIBUTORY WORDING AND WAIVER OF SUBROGATION. 30 CANCELLATION NOTICE APPLIES EXCEPT 10 DAYS FOR NON-PAYMENT

CERTIFICATE HOLDER**CANCELLATION**

INSURANCE VERIFICATION

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

Kathy Rogers
Kathy Rogers/KR

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ID	Task Name	Duration	Start	Finish
1				
2	Newburgh Skatepark	106 days	Tue 7/18/17	Tue 12/12/17
3	Contract	10 days	Tue 7/18/17	Mon 7/31/17
4	Submittals	10 days	Tue 8/1/17	Mon 8/14/17
5	Preconstruction Meeting	0 days	Mon 8/14/17	Mon 8/14/17
6	Mobilization	5 days	Tue 8/15/17	Mon 8/21/17
7	Demo	5 days	Tue 8/22/17	Mon 8/28/17
8	Grading	10 days	Tue 8/29/17	Mon 9/11/17
9	Drainage	3 days	Tue 9/12/17	Thu 9/14/17
10	Skatepark Construction	50 days	Fri 9/15/17	Thu 11/23/17
11	Landscape and cleanup	5 days	Fri 11/24/17	Thu 11/30/17
12	Construction walkthru	1 day	Fri 12/1/17	Fri 12/1/17
13	Punch list	5 days	Mon 12/4/17	Fri 12/8/17
14	Demobilization	2 days	Mon 12/11/17	Tue 12/12/17



CITY OF ITHACA

108 East Green Street, Ithaca, New York 14850-5690

OFFICE OF THE CITY ENGINEER

Telephone: 607/274-6530 Fax: 607/274-6587

June 15, 2017

Skate Park Expansion Project

To whom It may concern:

The City of Ithaca would like to strongly recommend Hardcore Skatepark company as a hi qualified Skatepark building company. I had the opportunity to have Hardcore Skateparks Company working as the specialty subcontractor on the Skate Park Expansion Project where I was the General Manager on behalf of the City. Hardcore Skatepark Company demonstrated their vast technical experience and professionalism to a high level on the completion of this skatepark facility. All work was performed satisfactorily and according to the City Plans and Technical Specifications. The personnel was very accommodating and complied with the City's directives, requests and the contract stipulations which made everything easier for construction to be satisfactorily completed on the determined time schedule.

Sincerely,

Eduardo Torres
Assistant Civil Engineer
City of Ithaca



GLYNN COUNTY RECREATION & PARKS DEPARTMENT

Steve Mellinger, CYSA, CPO - Athletics Division Manager

323 Old Jesup Road, Brunswick, Georgia 31520

(912) 554 - 7782 / Fax: (912) 267 - 5744

smellinger@glynncounty-ga.gov



I just wanted to say Thank You for the great job your company and Hardcore Shotcrete did in building our newest skate park at the North Glynn Recreation Complex here in Glynn County, Georgia. From the beginning, your design team worked well with our staff in designing what we feel is the best skate park in Georgia. Your designers' ability to incorporate all of the apparatuses that were given to you and make the flow of the park outstanding, is a true testament to your skate park knowledge and experience.

As you know, we had a couple of skaters who were negative in not only the design of the park but of your company, who was awarded the bid. Their complaints were that you had no experience and did not know what you were doing. You proved them so wrong. In fact, one of these skaters was at our Grand Opening - Ribbon Cutting Ceremonies this past weekend and had nothing but praise for the park. He skated all day long along with about 250- 300 others.

Your superintendents, Mr. Rod Sparks and Don Wimmer, were on top of the entire project to the end. The busier it got, the better they performed. These qualities are hard to find in today's real world. We found that they were very knowledgeable in their fields and it translated into a great park.

We have always felt that a skate park company does a better job with actual skaters on board to help design and construct the parks through a real skater's eye. We want to thank them, the superintendents, the crew and all of your wonderful subcontractors who had a hand in making this dream a reality.

We want to wish you with a successful future. I sometimes wonder who will be the next City to join us as a truly 100% satisfied customer and receive the next great skate park for the citizen's of their community.

Again, thank you to you and Hardcore Shotcrete for making this a reality.

Respectfully,

Steve Mellinger, CYSA, CPO
Program Manager Athletics Division, Construction & Special Projects
Glynn County Recreation & Parks Department

***Our Mission:** To provide quality, year round recreational activities, facilities, and services that are safe, fun, and enhance the quality of life for all Glynn County citizens.*

December 31, 2010

To Whom it May Concern:

I wanted to express my thanks to Hardcore Shotcrete Skateparks for their great work in helping make our skatepark a reality and provide a recommendation to others who are looking to do the same.

In 2010 we opened our skatepark in Crawfordsville, Indiana – a concrete skatepark of about 8500 ft^2 with a unique blend of street and flow elements. Navigating the process of fundraising, designing, and construction is not easy, but the people at Hardcore were there to help us through much of it. Even before we had hired them, they were always willing and eager to help us with the endless difficulties that came up. In fact there were many times when they helped us anticipate things we hadn't even thought of yet.

If I had it all to do over again, I'd definitely go with Hardcore. We had the option of working with other companies in the concrete skatepark industry (there aren't many out there, and I became familiar with quite a few of them). In the end, the personable approach and attention to detail that were evident in Hardcore's approach made it an easy choice to go with them. The construction crew was very easy to work with and it was clear that they took great pride in their work. The kids love the park, and most claim that it's the best concrete park in Indiana (I tend to agree).

I've been a skater since 1987 and have skated at dozens of skateparks across the country, but this is the first skatepark I've helped build. Our park is not huge – Crawfordsville is a pretty small town after all – but it is a huge deal for us. Our small group of community members (a grade school principal, a college professor, the director of a small nonprofit, etc.) has showed what a bit of luck and a lot of dedication can do. I'm happy to give a strong endorsement of Hardcore Shotcrete for anyone looking to build a high-quality custom concrete skatepark. If I can provide further insights or answer more specific questions, please contact me at (765) 361-6101 or at westphac@wabash.edu.

Sincerely,



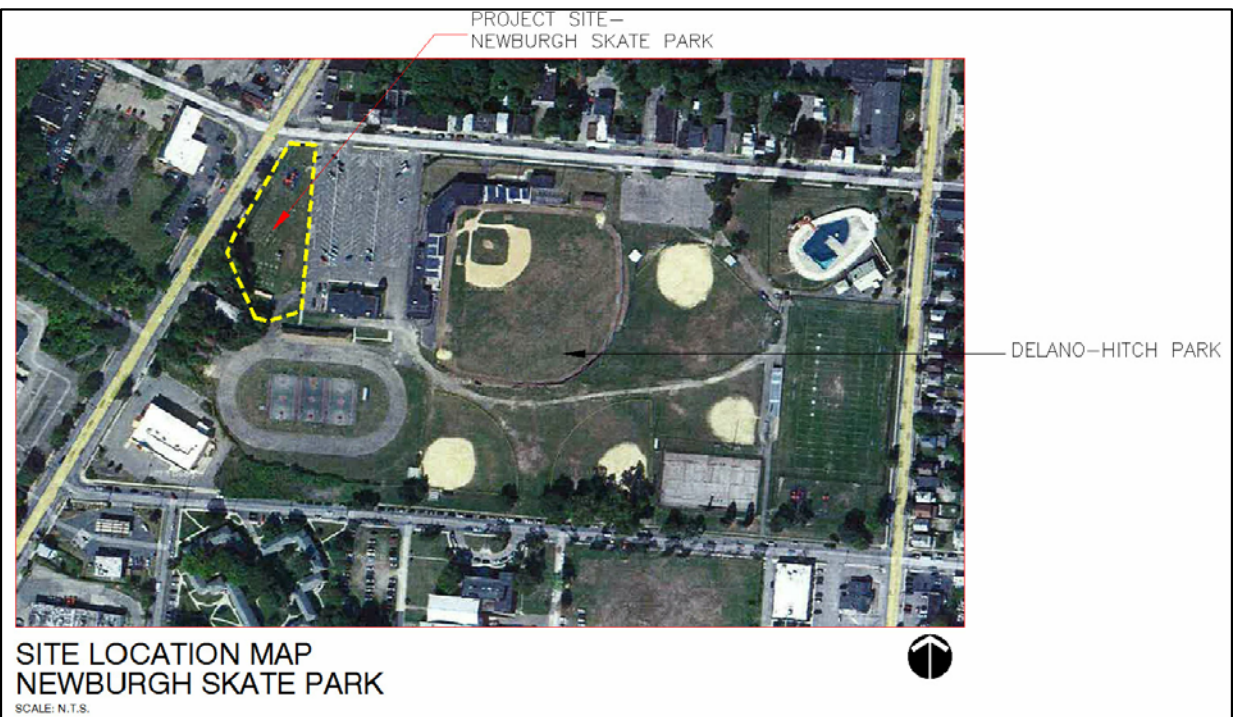
Chad Westphal

for the Building a Healthy Future Committee
Crawfordsville, Indiana

NEWBURGH SKATEPARK

CITY OF NEWBURGH, NY

VICINITY MAP



DRAWING INDEX

- SP1.0 COVER SHEET
- L1.1 SITE DEMOLITION & EROSION & SEDIMENT CONTROL PLAN
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- L1.3 GRADING/DRAINAGE PLAN - PHASE I
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- SP1.1 VERTICAL CONTROLS
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- SP1.3 MATERIALS KEY
- SP1.4 CONCRETE JOINTS
- SP2.1 SECTIONS AND KEY
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- SP3.2 SKATEPARK DETAILS
- SP3.3 SKATEPARK DETAILS

PROJECT INFORMATION

CONTACTS

OWNER: CITY OF NEWBURGH, NY
CONTACT: ELLEN J FILLO
DIRECTOR OF COMMUNITY DEVELOPMENT
83 BROADWAY, NEWBURGH, NY 12550
PHONE: (845) 569-7386
EMAIL: EFILLO@CITYOFNEWBURGH-NY.GOV

SITE ADDRESS

401 WASHINGTON ST
NEWBURGH, NY 12550

LEGAL DESCRIPTION

THE PROJECT IS OWNED BY THE CITY OF NEWBURGH, NY.

SKATEPARK DESIGNER:
GRINDLINE SKATEPARKS INC.
CONTACT:
MATT FLUEGGE
PHONE: 206 612 3401
EMAIL: MATT@GRINDLINE.COM

- GENERAL NOTES:
1. CONTRACTOR SHALL INSTALL ALL IMPROVEMENTS IN ACCORDANCE WITH THE CITY OF NEWBURGH BUILDING CODES AND THE 2006 IBC.
 2. CONTRACTOR SHALL READ THESE PLANS AND NOTES ENTIRELY AND BRING ANY DISCREPANCIES TO GRINDLINE SKATEPARKS INC. IMMEDIATELY.
 3. CONTRACTOR SHALL VISIT THE SITE AND VERIFY EXISTING CONDITIONS BEFORE SUBMITTAL OF A CONSTRUCTION BID.
 4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES, SEWERS, WATER LINES, ETC. CALL BEFORE YOU DIG 811.
 5. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO THE PUBLIC.
 6. IF ANY UTILITIES OF FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP IMMEDIATELY AND THE UTILITY COMPANY SHALL BE NOTIFIED.
 7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE AREA OF PROPOSED IMPROVEMENTS, AND IN THE EVENT OF DAMAGE, HE SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
 8. THE CONTRACTOR WILL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, AND SERVICES NECESSARY TO FURNISH AND INSTALL ALL CONSTRUCTION ELEMENTS AS SHOWN IN THESE PLANS AND NOTES.
 9. THE CONTRACTOR SHALL OBTAIN, COORDINATE, AND PAY FOR ALL PERMITS, FEES, AND AGENCY INSPECTIONS AS REQUIRED.
 10. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF THE FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE A WRITTEN GUARANTEE ON HIS LETTERHEAD AT THE TIME OF FINAL INSPECTION.
 11. ALL DIMENSIONS ARE TAKEN FROM CURB FACE OR EDGE OF PAVING, UNLESS NOTED OTHERWISE ON PLANS. THE DIMENSIONS ARE SHOWN FOR APPROXIMATE LINE, AND ALL RADII, CURVES, AND SURFACES ARE TO HAVE EXTREMELY SMOOTH TRANSITIONS WITH ABSOLUTELY NO ABRUPT CHANGES OR BENDS.
 12. ALL FORMS AND ALIGNMENT OF PAVING SHALL BE REVIEWED BY AN INSPECTOR PRIOR TO POURING. NOTIFICATION WILL BE GIVEN WITH AT LEAST 48 HOURS NOTICE.
 13. FOR SITE GRADING, SEE RELATIVE VERTICAL CONTROLS AND SITE PLAN PROVIDED.
 14. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. ALL BRACING, TEMPORARY SUPPORTS, SHORING, ETC. ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. SITE INSPECTIONS DO NOT INCLUDE THE INSPECTION OF CONSTRUCTION METHODS AND SAFETY CONDITIONS AT THE WORK SITE. THESE VISITS SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
 15. DESIGN MATERIALS, EQUIPMENT, AND PRODUCTS OTHER THAN THOSE DESCRIBED OR INDICATED ON THE DRAWINGS MAY BE CONSIDERED FOR USE, PROVIDED PRIOR APPROVAL IS OBTAINED FROM THE OWNER, GRINDLINE SKATEPARKS INC. AND THE APPLICABLE GOVERNING CODE AUTHORITY.



RENDERING FOR REFERENCE ONLY- NOT FOR CONSTRUCTION



Grindline
CONCRETE SKATEPARK DESIGN & CONSTRUCTION

4619 14th Ave SW
Seattle WA 98106
P. 206.932.6414 F. 206.932.6840
www.grindline.com

SCALE: N.T.S.

COVER SHEET

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

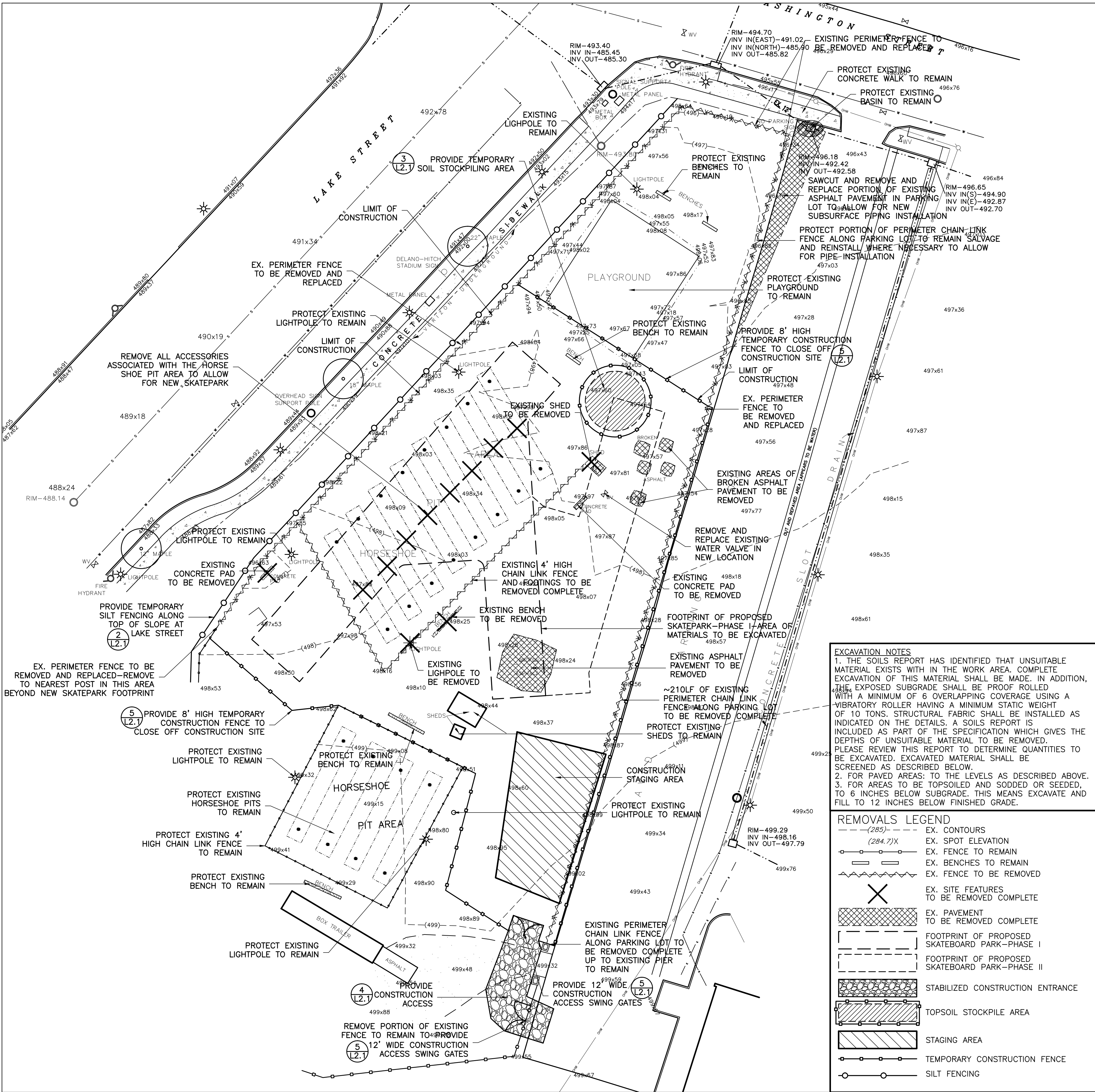
SHEET:

SP1.0

DATE: 5.9.17

DRAWN BY: BAJ
CHECKED BY: MBF

This design is an instrument of professional service and is the property of Grindline Skateparks Inc. Any use of these plans shall be restricted to the project for which they were prepared.



EXCAVATION NOTES (CONT.)

4. ONLY APPROVED SUITABLE MATERIAL FROM BORROW FURNISHED BY THE CONTRACTOR SHALL BE USED TOWARD FORMATION OF PROPOSED GRADE ELEVATIONS, AND IN THE ADJUSTMENT OF GRADES AND CONTOURS SHOWN ON DRAWINGS OR AS MAY BE DIRECTED BY THE OWNER'S REPRESENTATIVE. FILLING MATERIAL SHALL BE FREE FROM DEBRIS OR ANY MATERIAL SUBJECT TO DECAY AND SHALL BE POROUS, PERMITTING FREE PERCOLATION OF WATER, AND SHALL CONSIST OF WELL-GRADED SAND AND GRAVEL, FREE OF DEBRIS AND ORGANIC MATERIAL, WITH A MAXIMUM PARTICLE SIZE OF THREE INCHES (3"), BETWEEN TEN PERCENT (10%) AND SEVENTY PERCENT (70%) BY WEIGHT PASSING THE STANDARD NO. 40 SIEVE SIZE AND LESS THAN TWELVE PERCENT (12%) PASSING THE NO. 200 SIEVE. FILL SHALL BE FREE OF CLAY.

5. EXCAVATED MATERIAL SHALL BE REPLACED WITH APPROVED SELECT FILL. THEREFORE, THE EXISTING "FILL" MATERIAL SHALL BE REMOVED TO THE LEVELS INDICATED ON THE DRAWING, GENERALLY ABOUT 4' IN DEPTH BELOW FINISHED GRADE. PRIOR TO REGRADING WITH THE SELECT FILL MATERIAL, THE EXPOSED SUBGRADE SHALL BE PROOF ROLLED WITH A MINIMUM OF 6 OVERLAPPING COVERAGE USING A VIBRATORY ROLLER HAVING A MINIMUM STATIC WEIGHT OF 10 TONS. STRUCTURAL FABRIC SHALL BE INSTALLED ON THE ROLLED SUBGRADE, AS INDICATED ON THE DETAILS.

GENERAL NOTES:

1. THESE DRAWINGS AND SPECIFICATIONS, INCLUDING IDEAS, DESIGN AND ARRANGEMENTS REPRESENTED THEREBY ARE THE PROPERTY OF EBERLIN & EBERLIN AND GRINDLINE. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE EXPRESS WRITTEN CONSENT OF EBERLIN & EBERLIN AND GRINDLINE.

2. EXISTING TOPOGRAPHIC INFORMATION AND DATA ON EXISTING CONDITIONS OBTAINED FROM SURVEY SURVEYED AND PREPARED BY LEO J. CARROLL, P.E., L.S. & ASSOCIATES, MIDDLETOWN, NEW YORK, 845.343.7994, A NEW YORK STATE LICENSED LAND SURVEYOR, BASED ON SURVEY DATED: MAY 2012, AND SUBMITTED FOR USE AS AN AUTOCAD FORMATTED DRAWING & USED HEREIN AS A BASE MAP INFO OVERLAY.

3. UNDERGROUND UTILITIES ARE NOT SHOWN. MOST ABOVE GROUND UTILITIES (MANHOLES, POLES, CATCH BASINS, etc.) ARE SHOWN, BUT NOT ALL SURFACE UTILITIES ARE SHOWN.

4. SHOP DRAWINGS MUST BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO FABRICATION.

5. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE AND LOCATE ALL UTILITIES IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.

6. PRIOR TO ANY DEMOLITION, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE AT LEAST 48 HOURS BEFORE WORK IS SCHEDULED TO BEGIN.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS OFF-SITE IN A SAFE MANNER. CONTRACTOR SHALL PROVIDE DOCUMENTATION OR LEGAL DISPOSAL MANIFEST TO OWNER'S REPRESENTATIVE.

8. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL PROVIDE SIMILAR MARK-UP AS PER CODE 53 BY FIELD VERIFYING ALL THOSE UTILITIES SO MARKED. COORDINATE W/ OWNER'S REP.

9. FRAMES AND COVERS/FRAMES AND GRATES OF CATCH BASINS, DRAINS, MANHOLES AND OTHER STRUCTURES DESIGNATED TO REMAIN SHALL BE ADJUSTED TO NEW FINISHED GRADES BY REMOVING FRAMES AND GRATES OR FRAMES AND COVERS AND ADDING ADDITIONAL BRICK, MORTAR TO THE COLLAR OR BY EXTENDING WALLS OF SAID STRUCTURES WITH THE SAME THICKNESS AS EXISTING WALL. BOTH SIDES OF EXTENDED WORK SHALL BE PARGED WITH 1" OF MORTAR. FRAMES SHALL BE SET ON MORTAR BEDS.

REMOVALS NOTES:

1. PRIOR TO SUBMITTING THE BID THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF/HERSELF WITH THE SITE CONDITIONS AND EX. IMPROVEMENTS TO BE REMOVED.

2. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DIMENSIONS IN THE FIELD BEFORE COMMENCING WITH ANY FABRICATION, ORDERING OF MATERIAL, OR PERFORMING WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY CONDITIONS OR DIMENSIONS THAT WOULD HAMPER THE PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SPECS.

3. THE LOCATIONS OF EXISTING UTILITIES, WATER, SEWERS, AND DRAINAGE STRUCTURES HAVE BEEN INDICATED BASED ON THE BEST AVAILABLE INFORMATION PROVIDED BY THE OWNER'S REPRESENTATIVE. IT IS POSSIBLE THAT THE ACTUAL SUBSURFACE UTILITIES AND PIPING MAY VARY FROM THAT INDICATED. THEREFORE, PRIOR TO STARTING WORK IN ANY AREA, THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO DETERMINE THE LOCATIONS OF ALL EXISTING UNDERGROUND PIPING, CONDUIT AND STRUCTURES. HE SHALL CARRY OUT HIS OPERATIONS IN SUCH A MANNER AS TO PREVENT INTERFERENCE WITH LINES WHICH ARE TO REMAIN ALONE. ANY PIPE OR CONDUIT DISTURBED IN THE COURSE OF CONTRACT SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXTRA COST TO THE OWNER.

4. ALL EXISTING UTILITIES SHALL BE MARKED OUT BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION ACTIVITIES.

5. ALL ADJACENT AREAS OUTSIDE OF THE DISTURBANCE LIMIT LINE AND DISTURBED DURING THE COURSE OF CONSTRUCTION, SHALL BE REPAIRED TO NEW CONDITION BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

6. ALL AREAS NOT COVERED BY PAVEMENTS AND DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE TOPSOILED AND EITHER SEEDED OR SODDED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

7. PRIOR TO THE START OF EXCAVATION FOR NEW DRAINAGE, THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES WITHIN THE AREA OF WORK.

8. WHERE CONSTRUCTION CROSSES OR IS ADJACENT TO EX. UTILITY LINES (FUEL, WATER GAS, TELEPHONE, ELECTRIC OR COMMUNICATION) THE CONTRACTOR SHALL CAREFULLY HAND EXCAVATE SO AS TO LOCATE, MARK AND PROTECT THE UTILITY LINES AGAINST DISTURBANCE OR DAMAGE BY PROVIDING ADEQUATE SUPPORT AND PROTECTION AS APPROVED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL REPAIR ANY POWER OR COMMUNICATION INTERRUPTION IMMEDIATELY, AT NO ADD'L COST TO OWNER.

9. WHERE INTERFERENCE WITH OTHER UTILITIES OR CONSTRUCTION ARE ENCOUNTERED DURING CONSTRUCTION OF NEW UTILITY LINES, THE CONTRACTOR MAY ADJUST THE ALIGNMENT OR INVERT ELEVATIONS OF THAT SYSTEM ONLY AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE.

10. THE CONTRACTOR SHALL ACCEPT FULL RESPONSIBILITY FOR THE PROPER PROTECTION OF EX. STRUCTURES WHICH ARE DESIGNATED TO REMAIN DURING CONSTRUCTION AND THE LIFE OF THE CONTRACT. ANY STRUCTURES FOUND TO BE DAMAGED DURING THE PROJECT DURATION SHALL BE REPAIRED OR REPLACED AT THE OWNER'S REPRESENTATIVE'S DISCRETION TO THE COMPLETE SATISFACTION OF OWNER'S REPRESENTATIVE AND AT THE CONTRACTOR'S FULL EXPENSE.

11. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING ADJACENT TO ACTIVE POWER AND COMMUNICATION LINES TO PREVENT DAMAGE TO THESE LINES. THE CONTRACTOR SHALL HAND EXCAVATE TEST PITS TO EXPOSE THOSE LINES PRIOR TO PERFORMING ANY OTHER EXCAVATION WORK IN THE AREA. THE CONTRACTOR SHALL REPAIR AT HIS/HER EXPENSE, ANY POWER OR COMMUNICATION INTERRUPTION IMMEDIATELY.

12. APPLY EROSION CONTROL MATTING TO ALL STEEP SLOPES, DISTURBED AND NEW SLOPES, 4:1 AND GREATER, UNTIL SLOPES ARE STABILIZED.

SEDIMENT AND EROSION CONTROL NOTES

1. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES MANUAL FOR EROSION AND SEDIMENT CONTROL AND THE STANDARDS FOR NEW YORK STATE DEPT. OF ENVIRONMENTAL CONSERVATION AND WILL BE INSTALLED IN PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT STABILIZATION IS ESTABLISHED.

2. TIMELY MAINTENANCE OF SEDIMENT CONTROL STRUCTURES IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL STRUCTURES SHALL BE MAINTAINED IN GOOD WORKING ORDER AT ALL TIMES. THE SEDIMENT LEVEL IN ALL SEDIMENT TRAPS SHALL BE CLOSELY MONITORED AND SEDIMENT REMOVED PROMPTLY WHEN MAXIMUM LEVELS ARE REACHED OR AS ORDERED BY THE OWNER'S REPRESENTATIVE. ALL SEDIMENT CONTROL STRUCTURES SHALL BE INSPECTED ON A REGULAR BASIS, AND AFTER EACH HEAVY RAIN TO INSURE PROPER OPERATION AS DESIGNED. AN INSPECTION SCHEDULE SHALL BE SET FORTH PRIOR TO START OF CONSTRUCTION.

3. THE LOCATIONS AND THE INSTALLATION TIMES OF THE SEDIMENT STANDARDS SHALL BE AS ORDERED BY THE ARCHITECT, AND IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE SWPPP.

4. ALL TOPSOIL NOT TO BE USED FOR FINAL GRADING SHALL BE PLACED IN A STABILIZED STOCKPILE OR FILL AREA. STOCK PILED TOPSOIL SHALL BE TEMPORARILY SEEDED AND MULCHED WITHIN 14 DAYS.

5. STOCKPILES ARE NOT TO BE LOCATED WITHIN 50' OF A FLOOD PLAIN, SLOPE, ROADWAY, OR DRAINAGE FACILITY. THE BASE OF ALL STOCKPILES SHOULD BE CONTAINED BY A HAY BALE BARRIER OR SILT FENCE.

6. ANY DISTURBED AREA THAT WILL BE LEFT EXPOSED FOR MORE THAN TWO WEEKS (14 DAYS) AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL IMMEDIATELY RECEIVE A TEMPORARY SEEDING AND MULCHING. IF THE SEASON PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREA WILL BE MULCHED WITH SALT HAY OR EQUIVALENT AND BOUND IN ACCORDANCE WITH THE N.Y. STANDARDS (i.e. PEG AND TWINE, MULCH NETTING, OR LIQUID MULCH BINDER).

7. STABILIZATION SPECIFICATIONS

A. TEMPORARY SEEDING AND MULCHING:

LIME-90 LBS/1,000SF GROUND LIMESTONE

FERTILIZER-11 LBS./1000SF 10-0-10 OR EQUIVALENT WORKED INTO SOIL A MINIMUM OF 4".

SEED-PERENNIAL RYEGRASS 40 LBS/ACRE (1 LB./1000SF) PLANTED BETWEEN MARCH 1-MAY 15 OR BETWEEN AUG. 15-OCT. 1.

MULCH-SALT HAY OR SMALL GRAIN STRAW AT A RATE OF 70-90 LBS./1000SF TO BE APPLIED ACCORDING TO N.Y. STANDARDS. MULCH SHALL BE SECURED BY APPROVED METHODS (I.E. PEG AND TWINE, MULCH NETTING, OR LIQUID MULCH BINDER).

8. THE SITE AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.

9. SOIL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSPECTED AND MAINTAINED ON A DAILY BASIS, INCLUDING BEFORE AND AFTER EVERY STORM EVENT.

10. MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT EXCEED 3:1 UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE.

11. DUST SHALL BE CONTROLLED VIA THE APPLICATION OF WATER OR CALCIUM CHLORIDE.

12. ALL SOIL WASHED, DROPPED, SPILLED OR TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHT-OF-WAYS, WILL BE REMOVED IMMEDIATELY. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES DURING THE COURSE OF THE PROJECT.

13. CATCH BASIN INLETS TO BE PROTECTED W/ INLET FILTER.

14. STORM DRAINAGE OUTLETS WILL BE STABILIZED, AS REQUIRED, BEFORE THE DISCHARGE POINTS BECOME OPERATIONAL.

15. ALL DEWATERING OPERATIONS MUST DISCHARGE DIRECTLY INTO A SEDIMENT CONTROL DEVICE.

16. TREES TO REMAIN AFTER CONSTRUCTION ARE TO BE PROTECTED WITH A SUITABLE FENCE INSTALLED AT THE DRIP LINE OR BEYOND.

17. SEDIMENT AND EROSION CONTROL STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED BY PERM. MEASURES.

EXCAVATION NOTES

1. THE SOILS REPORT HAS IDENTIFIED THAT UNSUITABLE MATERIAL EXISTS WITH IN THE WORK AREA. COMPLETE EXCAVATION OF THIS MATERIAL SHALL BE MADE. IN ADDITION, THE EXPOSED SUBGRADE SHALL BE PROOF ROLLED WITH A MINIMUM OF 6 OVERLAPPING COVERAGE USING A VIBRATORY ROLLER HAVING A MINIMUM STATIC WEIGHT OF 10 TONS. STRUCTURAL FABRIC SHALL BE INSTALLED AS INDICATED ON THE DETAILS. A SOILS REPORT IS INCLUDED AS PART OF THE SPECIFICATION WHICH GIVES THE DEPTHS OF UNSUITABLE MATERIAL TO BE REMOVED. PLEASE REVIEW THIS REPORT TO DETERMINE QUANTITIES TO BE EXCAVATED. EXCAVATED MATERIAL SHALL BE SCREENED AS DESCRIBED BELOW.

2. FOR PAVED AREAS: TO THE LEVELS AS DESCRIBED ABOVE.

3. FOR AREAS TO BE TOPSOILED AND SODDED OR SEEDED, TO 6 INCHES BELOW SUBGRADE. THIS MEANS EXCAVATE AND FILL TO 12 INCHES BELOW FINISHED GRADE.

REMOVALS LEGEND

- EX. CONTOURS
- EX. SPOT ELEVATION
- EX. FENCE TO REMAIN
- EX. BENCHES TO REMAIN
- EX. FENCE TO BE REMOVED
- EX. SITE FEATURES TO BE REMOVED COMPLETE
- EX. PAVEMENT TO BE REMOVED COMPLETE
- FOOTPRINT OF PROPOSED SKATEBOARD PARK-PHASE I
- FOOTPRINT OF PROPOSED SKATEBOARD PARK-PHASE II
- STABILIZED CONSTRUCTION ENTRANCE
- TOPSOIL STOCKPILE AREA
- STAGING AREA
- TEMPORARY CONSTRUCTION FENCE
- SILT FENCING

SCALE: 1"=20'

EBERLIN AND EBERLIN, P.C.

31 SODOM ROAD BREWSTER NEW YORK 10509

CONSULTING ENGINEERS, PLANNERS, LANDSCAPE ARCHITECTS

845-582-0359 PHONE 845-279-2062 FAX

EBERLIN AND EBERLIN

CONCRETE SKATEPARK DESIGN & CONSTRUCTION

4619 14th Ave SW
Seattle WA 98106
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www.grindline.com

100% CONSTRUCTION DOCUMENTS

SCALE: 1"=20'-0"

SITE DEMOLITION & EROSION & SEDIMENT CONTROL PLAN

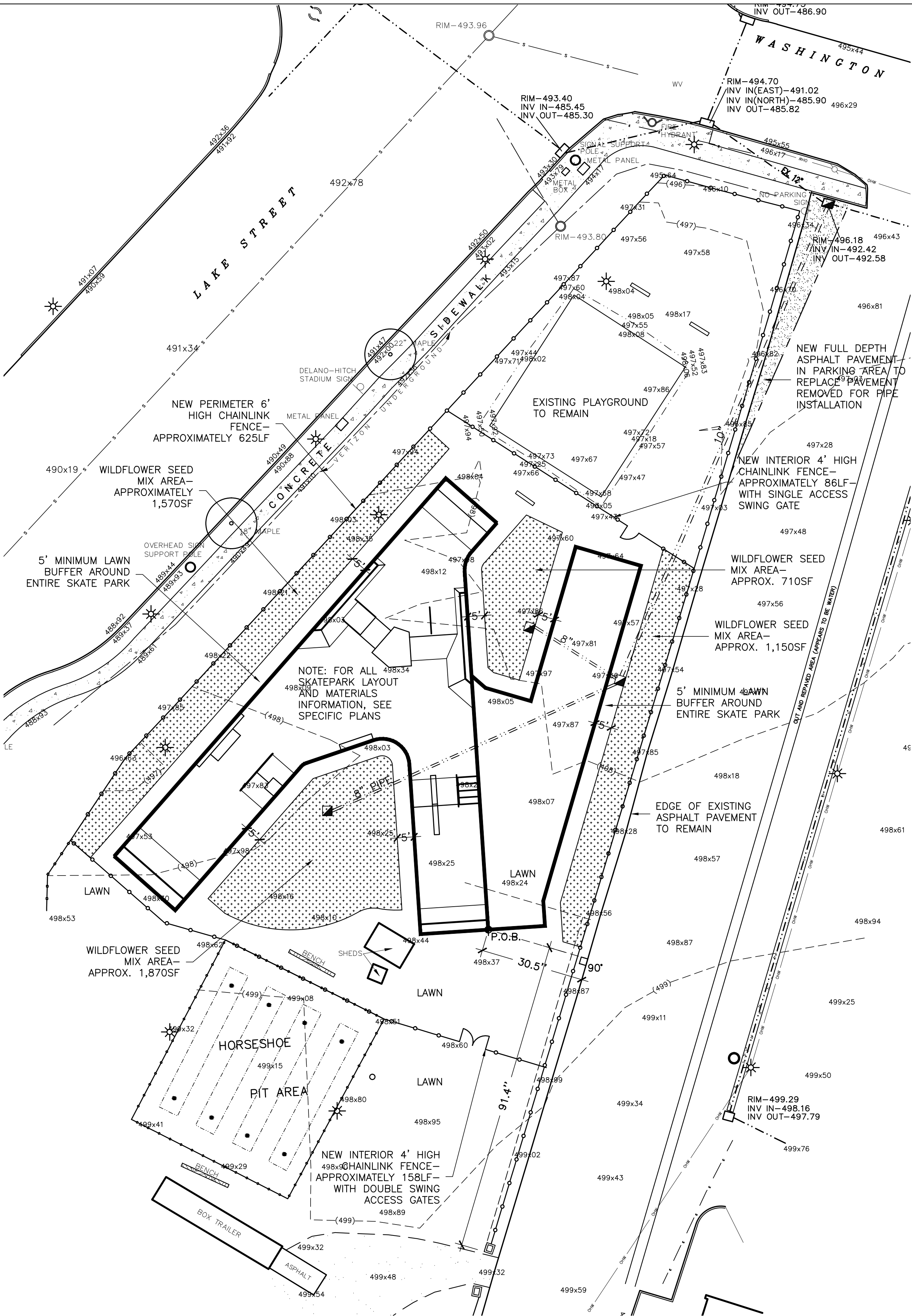
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NEW YORK

SHEET: **L1.1**

DATE: 04/14/15

DRAWN BY: LGJ
CHECKED BY: EE

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PLANTING LEGEND

- (285)--- EX. CONTOURS
- (284.7)X EX. SPOT ELEVATION
- EX. FENCE TO REMAIN
- WILDFLOWER SEED MIX AREA (5)
- ASPHALT PAVEMENT (6)
- NEW CHAINLINK FENCE (4)
- NEW SINGLE SWING ACCESS GATE (7)
- DOUBLE SWING ACCESS GATE (8)

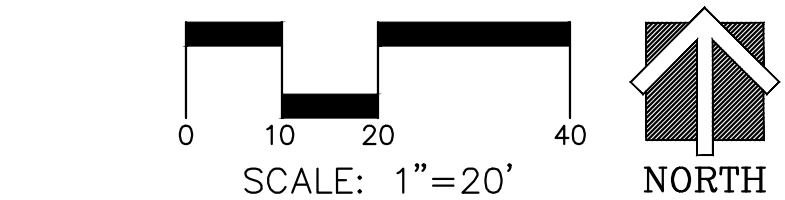
- LAYOUT NOTES:**
- AFTER STAKEOUT, PRIOR TO ANY CLEARING, GRUBBING, EXCAVATION, OR GRADING, THE CONTRACTOR SHALL INSTALL TREE PROTECTION AS SPECIFIED FOR ALL TREES TO REMAIN.
 - COORDINATE UTILITY WORK WITH THE LOCATIONS AND FINAL GRADES OF ALL OTHER WORK. WHERE CONFLICTS OCCUR, NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION OF UTILITIES AND MAKE ADJUSTMENTS AS REQUIRED. IF NEW UTILITIES HAVE BEEN INSTALLED IN CONFLICT OF CURBS, PAVINGS, OR OTHER STRUCTURES AT DEPTHS TOO SHALLOW FOR PROPER COVER BENEATH FINAL NEW GRADES OR INCORRECT FINISH GRADE, THEY SHALL BE ADJUSTED OR REMOVED AND REPLACED AS NECESSARY WITHOUT EXTRA COMPENSATION.
 - ALL AREAS DISTURBED BY CONSTRUCTION TO BE RESTORED TO LAWN, TOPSOIL AND SEED, IF NOT INDICATED OTHERWISE.
 - REFER TO ALL SKATEBOARD PARK DRAWINGS, 'SP' PREFIX, FOR DETAILED LAYOUT AND MATERIAL INFORMATION REGARDING THE SKATEPARK.

- PLANTING NOTES:**
- PROTECT ALL EXISTING VEGETATION TO REMAIN FROM DAMAGE DURING CONSTRUCTION.
 - USE EXTREME CAUTION TO PROTECT UTILITIES.
 - IT IS THE INTENT OF THIS CONTRACT TO AVOID ANY DISTURBANCE TO EXISTING VEGETATION ON THE SITE OTHER THAN THOSE SPECIFICALLY DESIGNATED FOR REMOVAL. ADJUSTMENTS SHALL BE MADE IN THE FIELD AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
 - ALL PLANT MATERIAL SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.
 - PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF TREES AND SHRUBS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK."
 - THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LOCATION OF MECHANICAL EQUIPMENT AND UTILITIES EXISTING OR PROPOSED IN THE AREA TO BE PLANTED AND SHALL, WHERE NECESSARY, RELOCATE PLANTS AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
 - QUANTITIES GIVEN IN THE PLANT LIST ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE LIST AND SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIALS REQUIRED TO COMPLETE THE PLANS.
 - THE CONTRACTOR SHALL VERIFY ALL GRADES, DIMENSIONS, AND EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.
 - LOCATIONS OF NEW PLANTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH THE WORK.
 - ALL PLANTS SHALL BE SUBJECT TO THE OWNER'S REPRESENTATIVE'S INSPECTION & APPROVAL AT THE NURSERY OR AT THE SITE BEFORE ANY PLANTING WORK IS BEGUN.
 - ALL BEDS AND TREE SAUCERS AND OTHER AREAS NOTED SHALL RECEIVE 3" INCH (MINIMUM) OF APPROVED MULCH (SHREDDED CEDAR) UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM TIME OF OWNER'S REPRESENTATIVE'S FINAL WRITTEN APPROVAL.
 - CONTRACTOR TO COORDINATE PLANTING, SEEDING, AND TREE WORK WITH OTHER TRADES.
 - CONTRACTOR RESPONSIBLE FOR OBTAINING ALL PERMITS WHERE REQUIRED.
 - CONTRACTOR RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DUE TO PLANTING OPERATIONS.
 - PERCOLATION TEST: PRIOR TO ANY TREE PLANTING, THE CONTRACTOR SHALL FILL A MINIMUM OF 25% OF THE PLANTING PITS WITH WATER AND OBSERVE THE RATE OF PERCOLATION. IF IN THE OPINION OF THE CONTRACTOR, SLOW PERCOLATION INDICATES A SOIL CONDITION MIGHT ENDANGER THE HEALTH OF MATERIALS TO BE PLANTED, HE SHALL CONTACT THE OWNER'S REPRESENTATIVE TO ESTABLISH A MUTUALLY ACCEPTABLE METHOD OF PROVIDING ADEQUATE DRAINAGE. COMPENSATION FOR ANY NECESSARY DRAINAGE PROVISIONS SHALL BE AT A NEGOTIATED PRICE. NO CLAIMS FOR ADDITIONAL COMPENSATION ARISING FROM THE LOSS OF PLANT MATERIAL DUE TO GROUND WATER PROBLEMS WILL BE ACCEPTED UNLESS THIS PROCEDURE IS FOLLOWED.

- WILDFLOWER SEED MIX SPECS:**
- WILDFLOWER SEED MIX TO BE NEW ENGLAND SHOWY WILDFLOWER MIX AS PROVIDED BY NEW ENGLAND WETLAND PLANTS, INC., 413.548.8000, WWW.NEWP.COM.
 - THE NEW ENGLAND SHOWY WILDFLOWER MIX INCLUDES A SELECTION OF NATIVE WILDFLOWERS AND GRASSES.
 - APPLY ON CLEAN BARE SOIL.
 - PREPARE A CLEAN WEED FREE SEED BED PRIOR TO SEEDING.
 - THE MIX SHALL BE SPREAD BY HAND. HYDROSEED WITH MULCH BY HAND. THEN LIGHTLY RAKE OR ROLL TO ENSURE PROPER SEED TO SOIL CONTACT.
 - SEED IN SPRING OR HAVE A LATE FALL DORMANT SEEDING.
 - LIGHTLY MULCH WITH A WEED-FREE STRAW TO CONSERVE MOISTURE.
 - WATER AS REQUIRED TO ESTABLISH WILDFLOWER AND GRASS GROWTH.
 - FERTILIZATION AFTER SEEDING.
 - APPLY SEED AT A RATE OF 23 LBS/ACRE | 1900 SQ FT/LB
 - WILDFLOWER SEED MIX TO CONTAIN THE FOLLOWING SPECIES:
LITTLE BLUESTEM (SCHIZACHYRIUM SCOPARIUM),
CREEPING RED FESCUE (FESTUCA RUBRA),
INDIAN GRASS (SORGHASTRUM NUTANS),
PARTRIDGE PEA (CHAMAECRISTA FASCICULATA),
SHOWY TICK TREFOL (DESMODIUM CANADENSE),
CANADA WILD RYE (ELYMUS CANADENSIS),
VIRGINIA WILD RYE (ELYMUS VIRGINICUS),
COMMON MILKWEED (ASCLEPIAS SYRIACA),
BEARD TONGUE (PENSTEMON DIGI-TALIS),
GOLDEN ALEXANDERS (ZIZIA AUREA),
BLACK EYED SUSAN (RUDBECKIA HIRTA),
LANCE LEAVED COREOPSIS (COREOPSIS LANCEOLATA),
OX EYE SUNFLOWER (HELIOPSIS HELIANTHOIDES),
COMMON SNEEZEWEED (HELENIUM AUTUMNALE),
MARSH BLAZING STAR (LIATRIS SPICATA),
CUP PLANT (SILPHIUM PERFOLIATUM),
BLUE VERVAIN (VERBENA HASTATA),
SMOOTH BLUE ASTER (ASTER LAEVIS),
NEW ENGLAND ASTER (ASTER NOVAE-ANGLIAE),
WILD BLUE FALSE INDIGO (BAPTISIA AUSTRALIS),
SPOTTED JOE PYE WEED (EUPATORIUM MACULATUM),
GRASS LEAVED GOLDENROD (EUTHAMIA GRAMINIFOLIA),
WILD BERGAMOT (MONARDA FISTULOSA),
EVENING PRIMROSE (OENOTHERA BIENNIS),
OHIO SPIDERWORT (TRADESCANTIA OHIENSIS),
EARLY GOLDENROD (SOLIDAGO JUNCEA).

1 SITE PLANTING AND LAYOUT AND MATERIALS PLAN
SCALE: 1"=20'-0"

2 SEED MIX NOTES
SCALE: 1"=20'-0"



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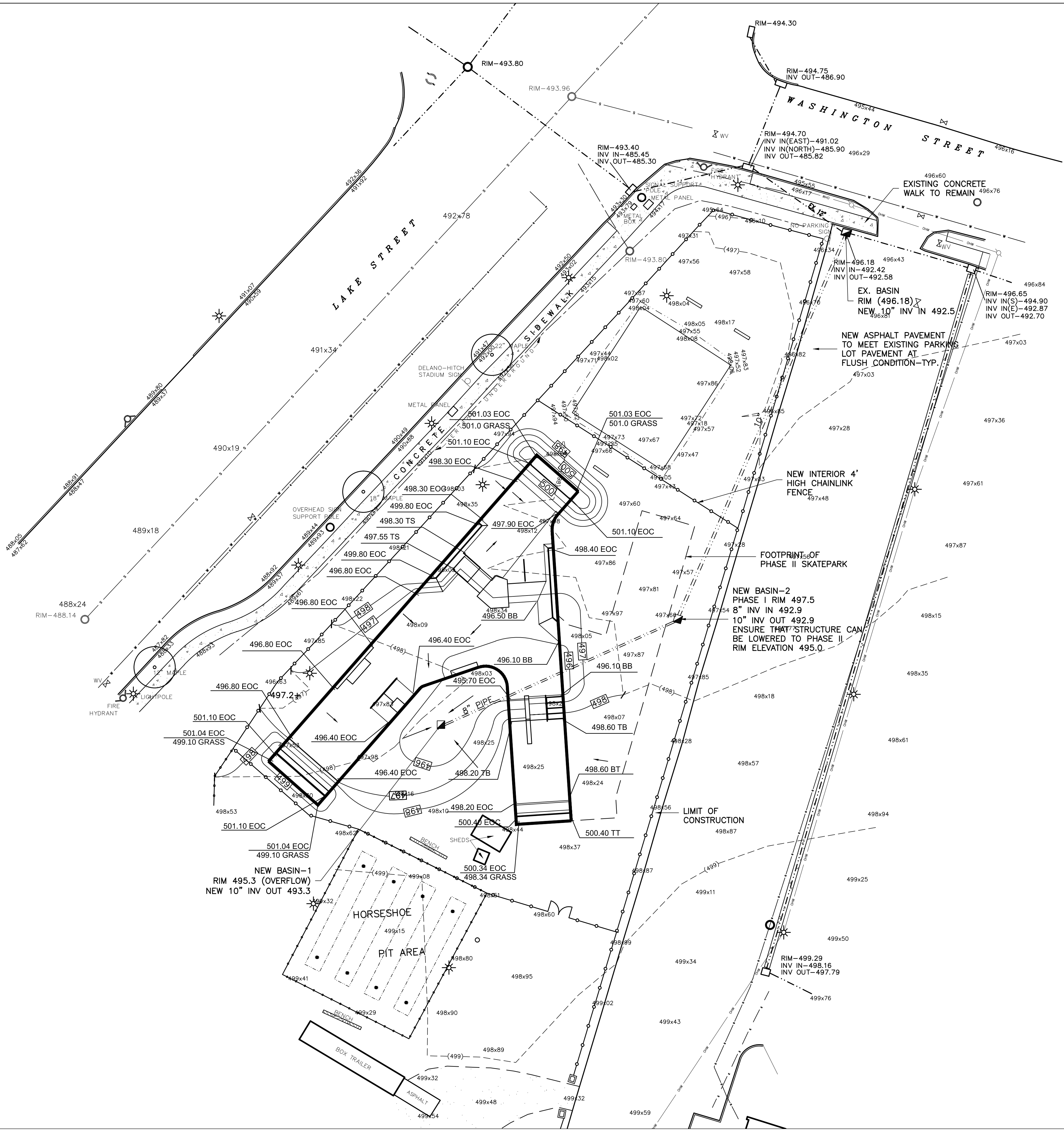
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Seattle WA 98106
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CONSTRUCTION
DOCUMENTS

SCALE: 1"=20'-0"
SITE PLANTING AND
LAYOUT AND MATERIALS PLAN
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NEW YORK

SHEET:
L1.2
DATE: 04/14/15
DRAWN BY: LGJ
CHECKED BY: EE

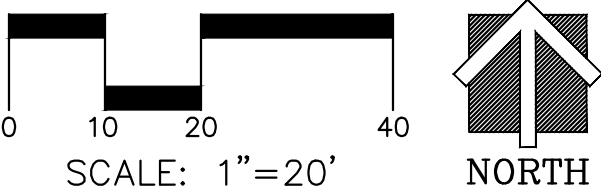
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- GRADING AND DRAINAGE NOTES:**
1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES IN THE FIELD. COORDINATE AND COMPLY WITH NEW YORK STATE CODE 53 REQUEST REQUIREMENTS.
 2. ALL STRUCTURES TO REMAIN SHALL BE PROTECTED UNLESS OTHERWISE NOTED TO BE DEMOLISHED.
 3. THE CONTRACTOR SHALL CHECK AND VERIFY ALL PROPOSED GRADES, DIMENSIONS, EXISTING CONDITIONS AND UTILITIES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR HIS DIRECTION BEFORE PROCEEDING WITH THE WORK.
 4. THE USER OF THESE DRAWINGS IS CAUTIONED THAT UNDERGROUND UTILITIES AND FOUNDATIONS AS SHOWN ARE NOT GUARANTEED. NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND FOUNDATIONS, WHETHER ABANDONED OR FUNCTIONAL, ARE SHOWN ON THESE DRAWINGS.
 5. THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN WORKING NEAR EXISTING TREES.
 6. ALL PAVEMENTS AND LAWNS SHALL HAVE A PITCH THAT ALLOWS POSITIVE DRAINAGE IN THE DIRECTION OF A DRAINAGE COURSE OR STRUCTURE.
 7. ALL PAVED AREAS OR WALKS SHALL HAVE A TYPICAL PITCH OR CROSS SLOPE OF 2% UNLESS OTHERWISE INDICATED BY CONTOUR LINES OR SPOT ELEVATIONS.
 8. ALL FINAL GRADING SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING, SEEDING, OR SODDING.
 9. ALL GRADING WORK SHALL BE STAKED OUT USING GRADE STAKES.
 10. ALL SLOPES SHALL BE GRADED, TRIMMED AND BLENDED TO MEET SURROUNDING TERRAIN CONDITIONS ACCORDING TO THE TYPICAL SECTIONS OR CONTOUR LINES AS SHOWN OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
 11. ALL FILL MATERIAL SHALL BE FREE FROM ROOTS AND OTHER ORGANIC MATERIAL, TRASH AND FROZEN MATERIAL. NO STONES LARGER THAN 2" IN ANY DIMENSION SHALL BE PERMITTED.

LEGEND	
INV OUT	INVERT OUT
INV IN	INVERT IN
RIM	RIM ELEVATION
FS	FINISHED SURFACE
EOC	EDGE OF CONCRETE
TT	TOP OF TRANSITION
BOT	BOTTOM OF TRANSITION
TB	TOP OF BANK
BB	BOTTOM OF BANK

GRADING LEGEND	
---(285)---	EX. CONTOURS
(284.7)X	EX. SPOT ELEVATION
---o---o---	EX. FENCE TO REMAIN
■	DRAIN INLET
+495.7	PROPOSED SPOT ELEVATION
496	PROPOSED CONTOUR
==:::8":::==	PROPOSED PIPE
→	DIRECTION OF SHEET FLOW



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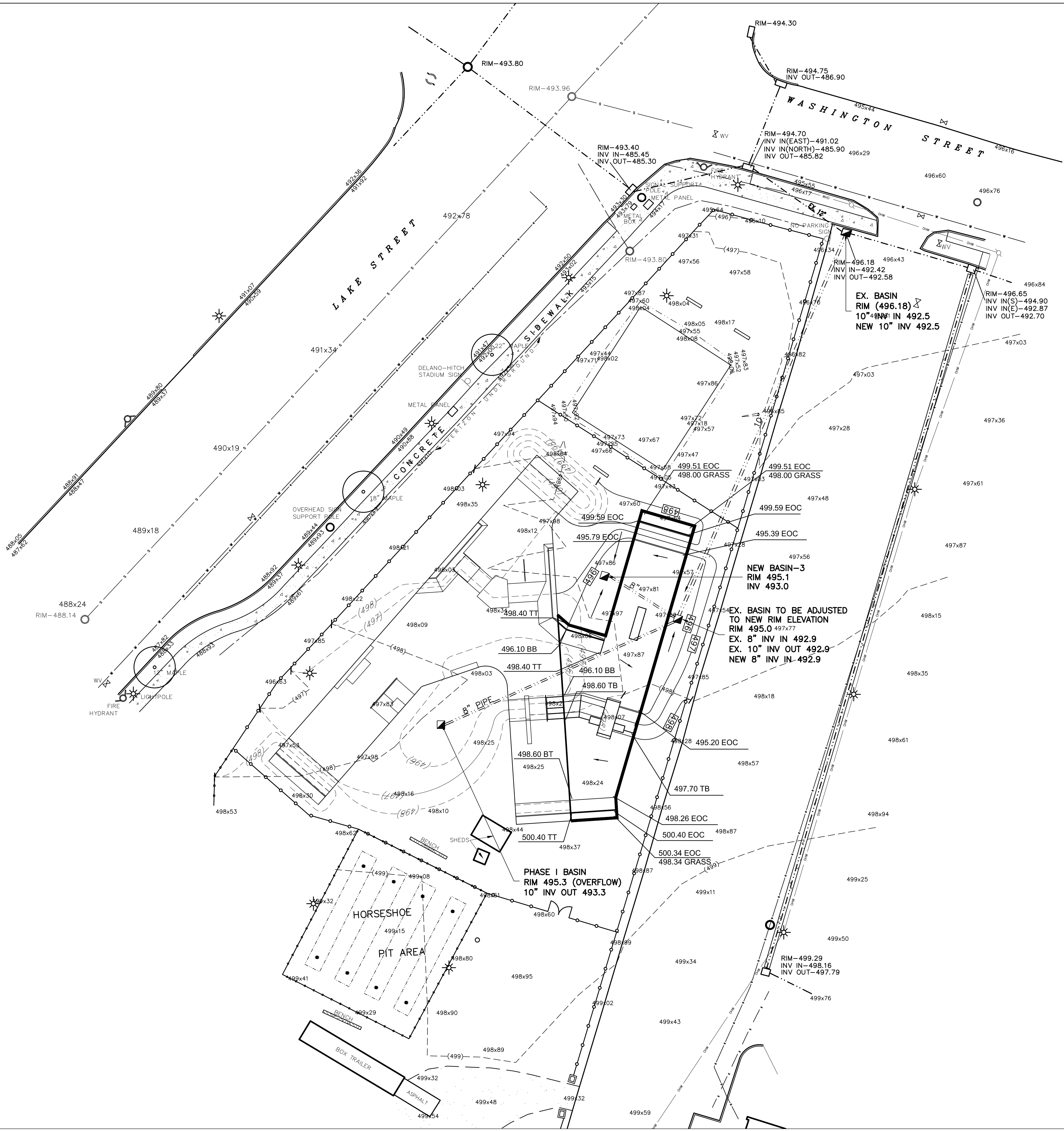
100%
CONSTRUCTION
DOCUMENTS

SITE GRADING &
DRAINAGE PLAN - PHASE I
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NEW YORK

SHEET:
L1.3
DATE: 04/14/15
DRAWN BY: LGJ
CHECKED BY: EE

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- GRADING AND DRAINAGE NOTES:**
1. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES IN THE FIELD. COORDINATE AND COMPLY WITH NEW YORK STATE CODE 53 REQUEST REQUIREMENTS.
 2. ALL STRUCTURES TO REMAIN SHALL BE PROTECTED UNLESS OTHERWISE NOTED TO BE DEMOLISHED.
 3. THE CONTRACTOR SHALL CHECK AND VERIFY ALL PROPOSED GRADES, DIMENSIONS, EXISTING CONDITIONS AND UTILITIES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR HIS DIRECTION BEFORE PROCEEDING WITH THE WORK.
 4. THE USER OF THESE DRAWINGS IS CAUTIONED THAT UNDERGROUND UTILITIES AND FOUNDATIONS AS SHOWN ARE NOT GUARANTEED. NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND FOUNDATIONS, WHETHER ABANDONED OR FUNCTIONAL, ARE SHOWN ON THESE DRAWINGS.
 5. THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN WORKING NEAR EXISTING TREES.
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 7. ALL PAVED AREAS OR WALKS SHALL HAVE A TYPICAL PITCH OR CROSS SLOPE OF 2% UNLESS OTHERWISE INDICATED BY CONTOUR LINES OR SPOT ELEVATIONS.
 8. ALL FINAL GRADING SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING, SEEDING, OR SODDING.
 9. ALL GRADING WORK SHALL BE STAKED OUT USING GRADE STAKES.
 10. ALL SLOPES SHALL BE GRADED, TRIMMED AND BLENDED TO MEET SURROUNDING TERRAIN CONDITIONS ACCORDING TO THE TYPICAL SECTIONS OR CONTOUR LINES AS SHOWN OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
 11. ALL FILL MATERIAL SHALL BE FREE FROM ROOTS AND OTHER ORGANIC MATERIAL, TRASH AND FROZEN MATERIAL. NO STONES LARGER THAN 2" IN ANY DIMENSION SHALL BE PERMITTED.

LEGEND	
INV OUT	INVERT OUT
INV IN	INVERT IN
RIM	RIM ELEVATION
FS	FINISHED SURFACE
EOC	EDGE OF CONCRETE
TT	TOP OF TRANSITION
BOT	BOTTOM OF TRANSITION
TB	TOP OF BANK
BB	BOTTOM OF BANK

GRADING LEGEND	
---(285)---	EX. CONTOURS
(284.7)X	EX. SPOT ELEVATION
—○—○—○—	EX. FENCE TO REMAIN
■	DRAIN INLET
+495.7	PROPOSED SPOT ELEVATION
—(496)—	PROPOSED CONTOUR
==:::8":::==	PROPOSED PIPE
→	DIRECTION OF SHEET FLOW



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SCALE:
1"=20'-0"

SITE GRADING &
DRAINAGE PLAN – PHASE II

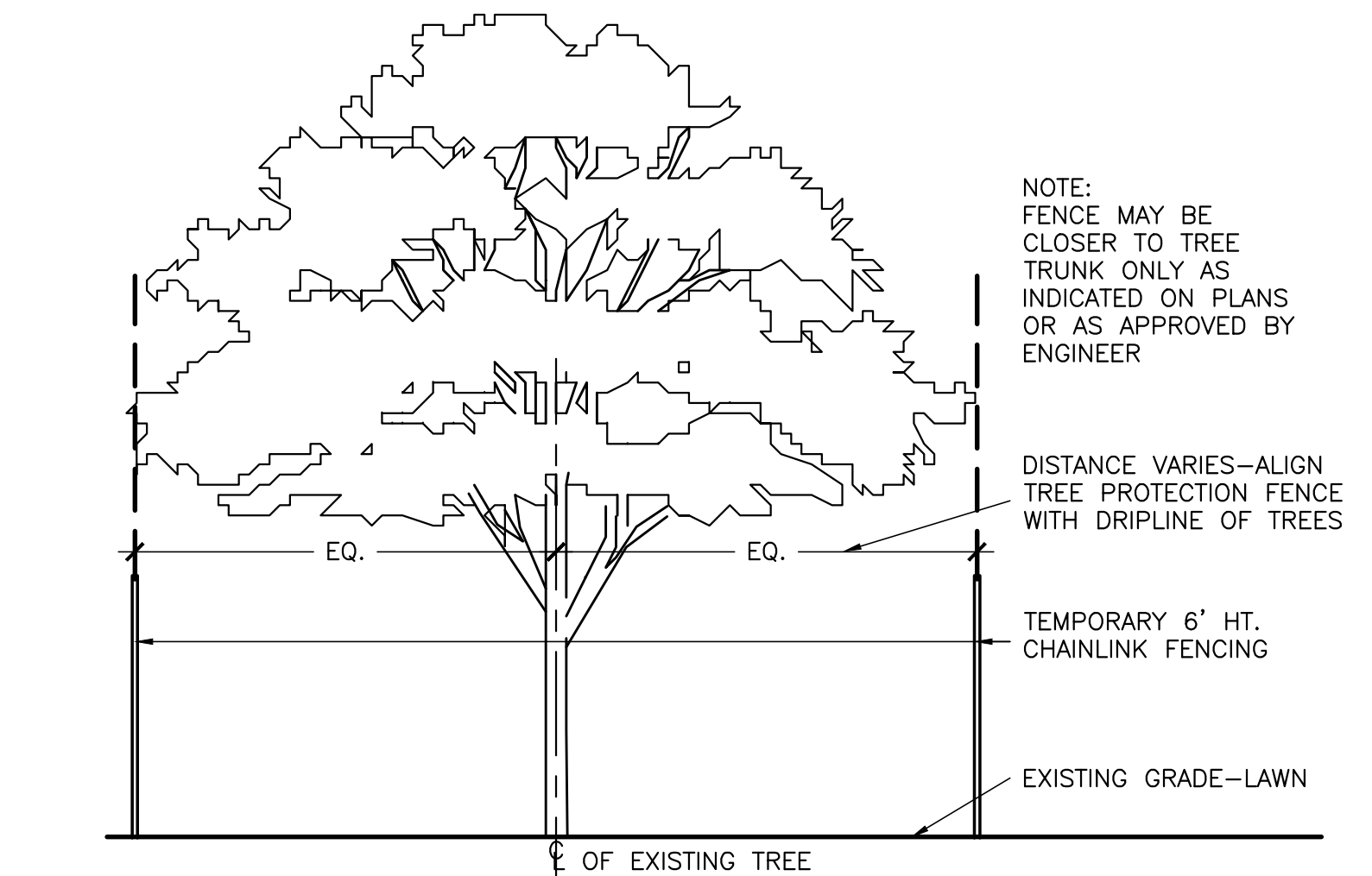
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NEW YORK

SHEET:
L13A

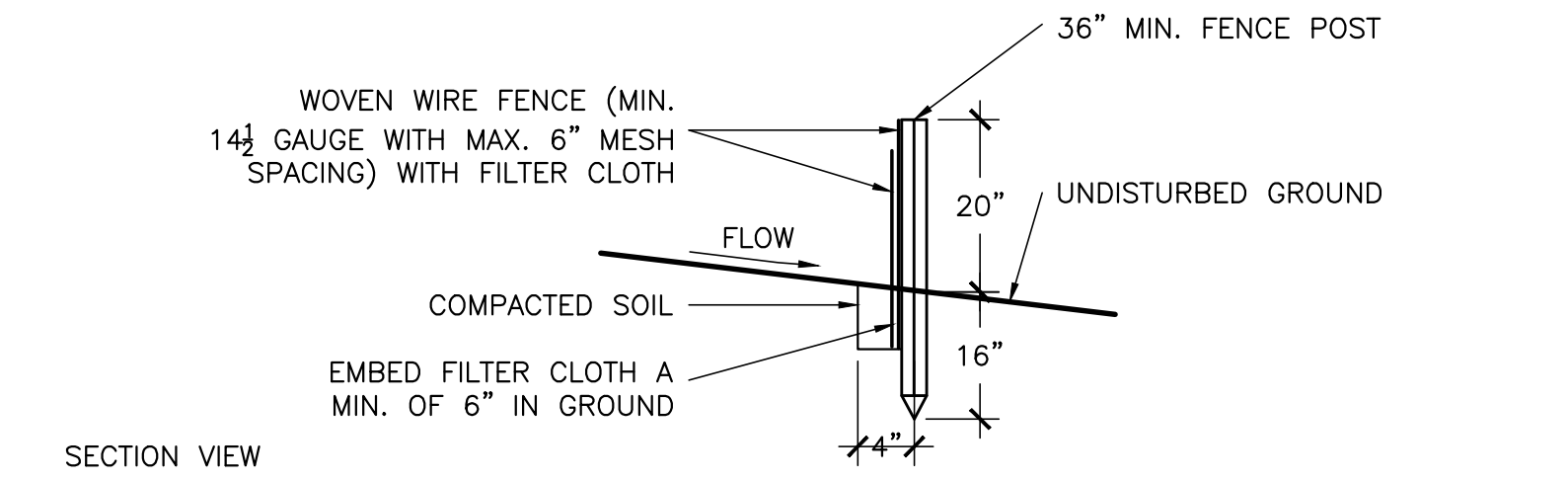
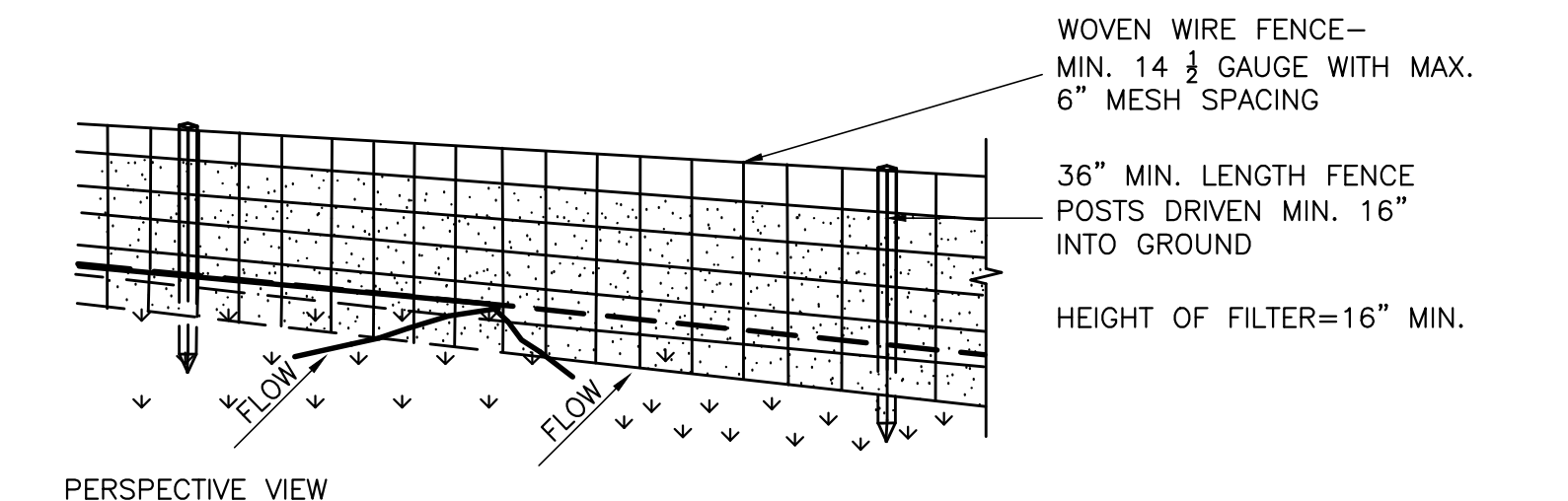
DATE: 04/14/15

DRAWN BY: LGJ
CHECKED BY: EE

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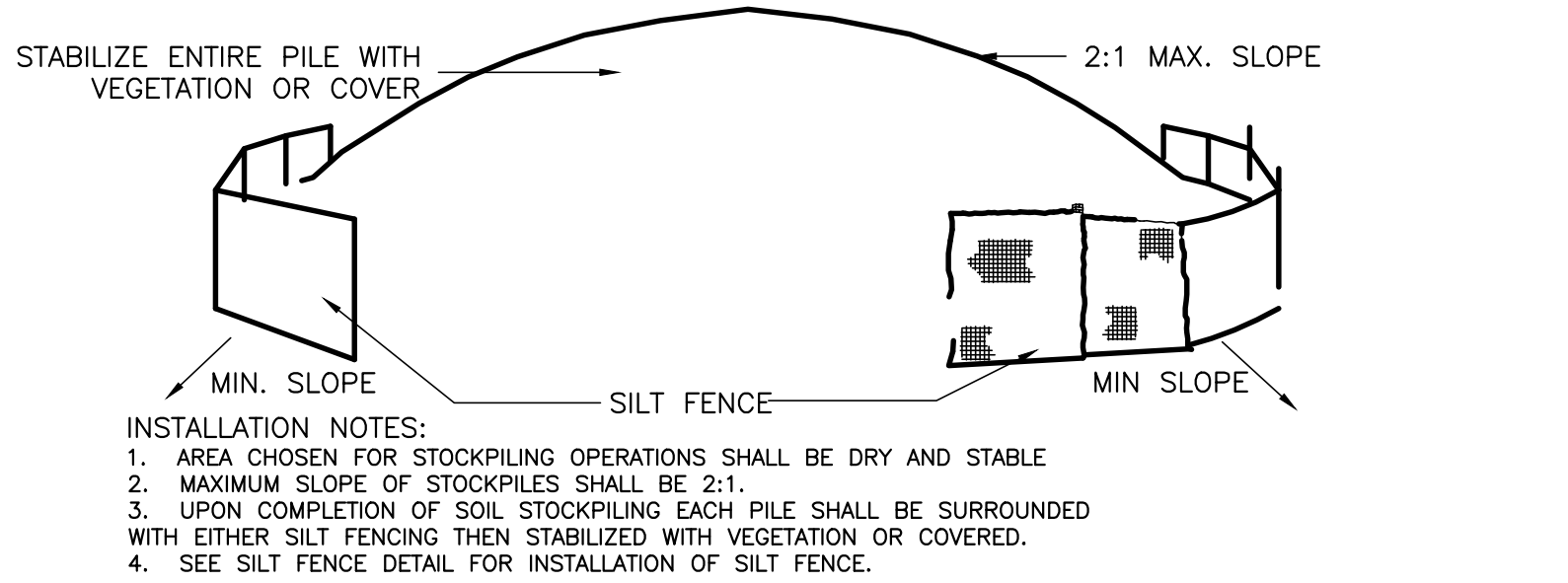


1 TEMPORARY SITE ENCLOSURE FENCE DETAIL
L2.1 NOT TO SCALE

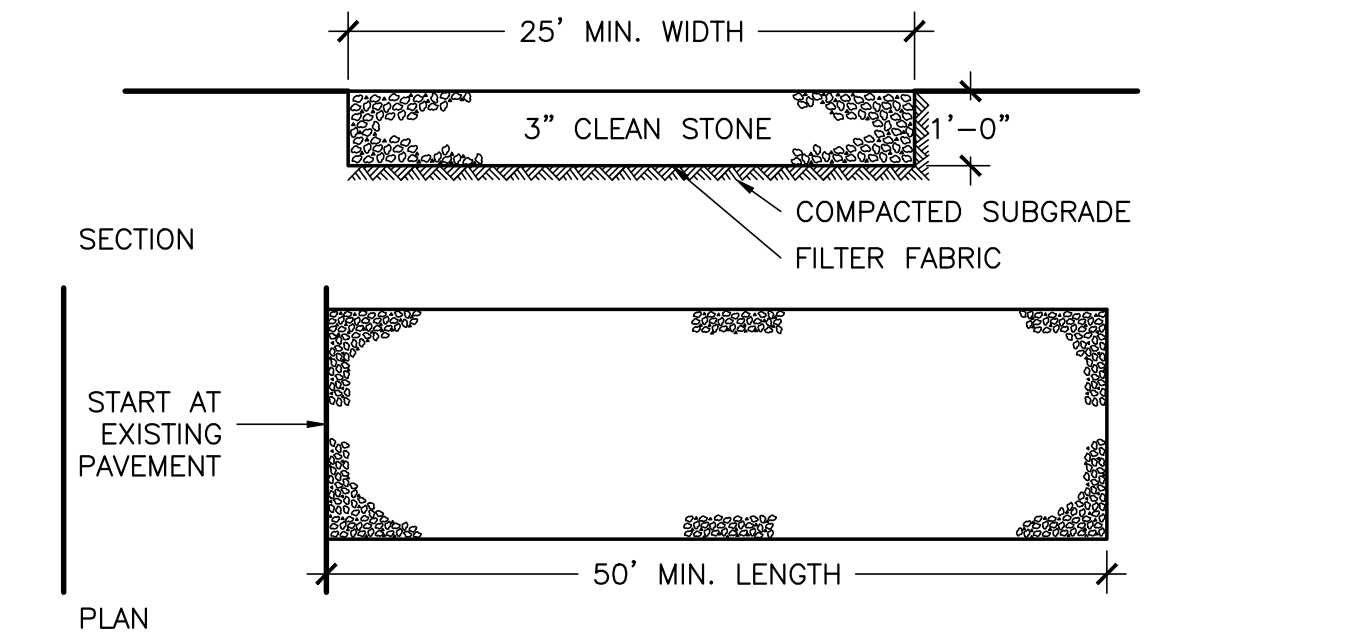


- CONSTRUCTION SPECIFICATIONS
1. WOVEN WIRE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
 2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 12 1/2 GAUGE, 6" MESH OPENING.
 3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER "FILTER X", "MIRAFI 100X, STABILINKA T140N, OR APPRVED EQUAL.
 4. PREFABRICATED UNITS SHLL BE GEOFAB, ENVIROFENCE, OR APPROVED EQUAL.
 5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

2 SILT FENCE DETAIL
L2.1 NOT TO SCALE

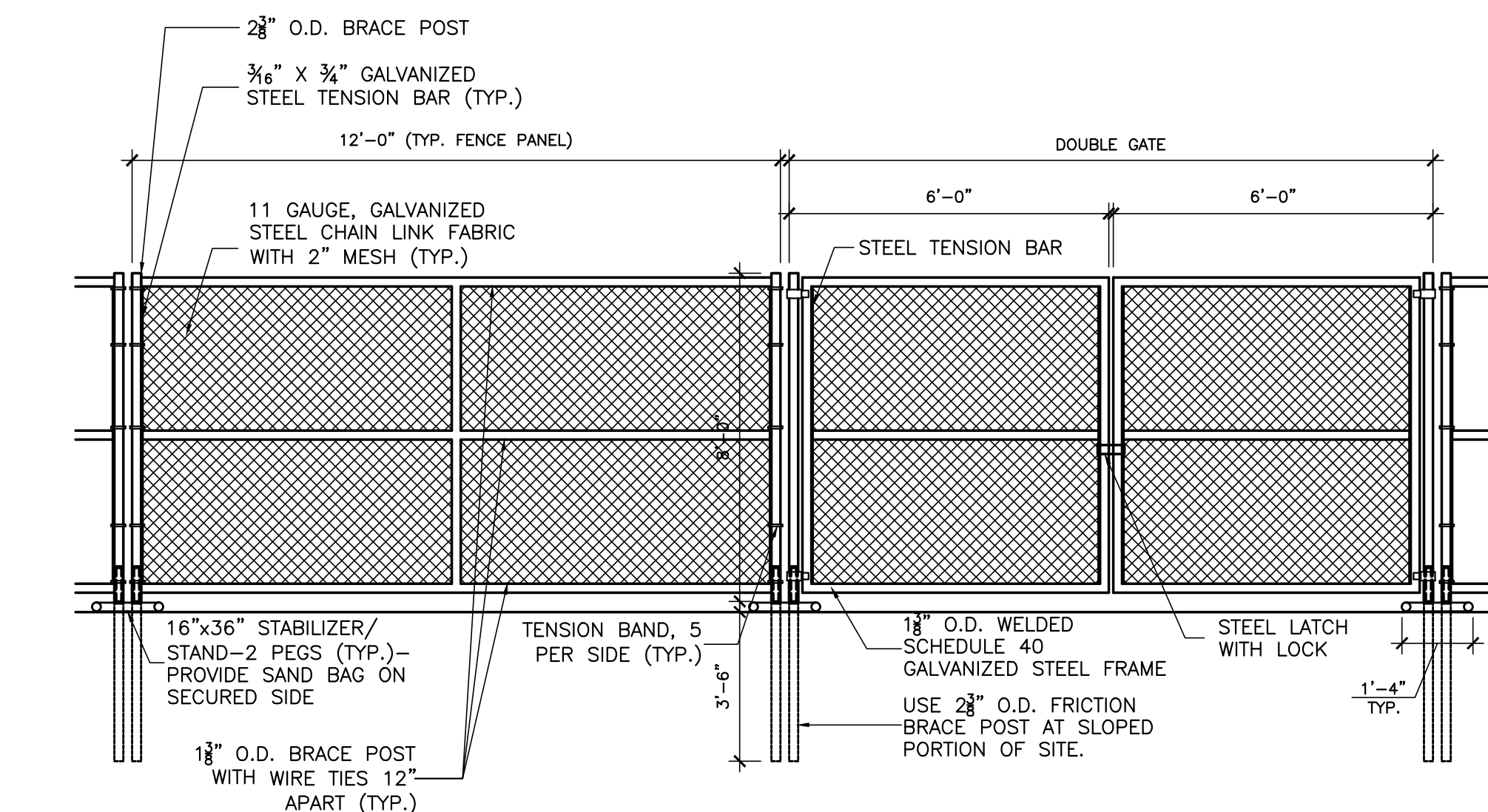


3 TEMPORARY SOIL STOCK PILING DETAIL
L2.1 NOT TO SCALE

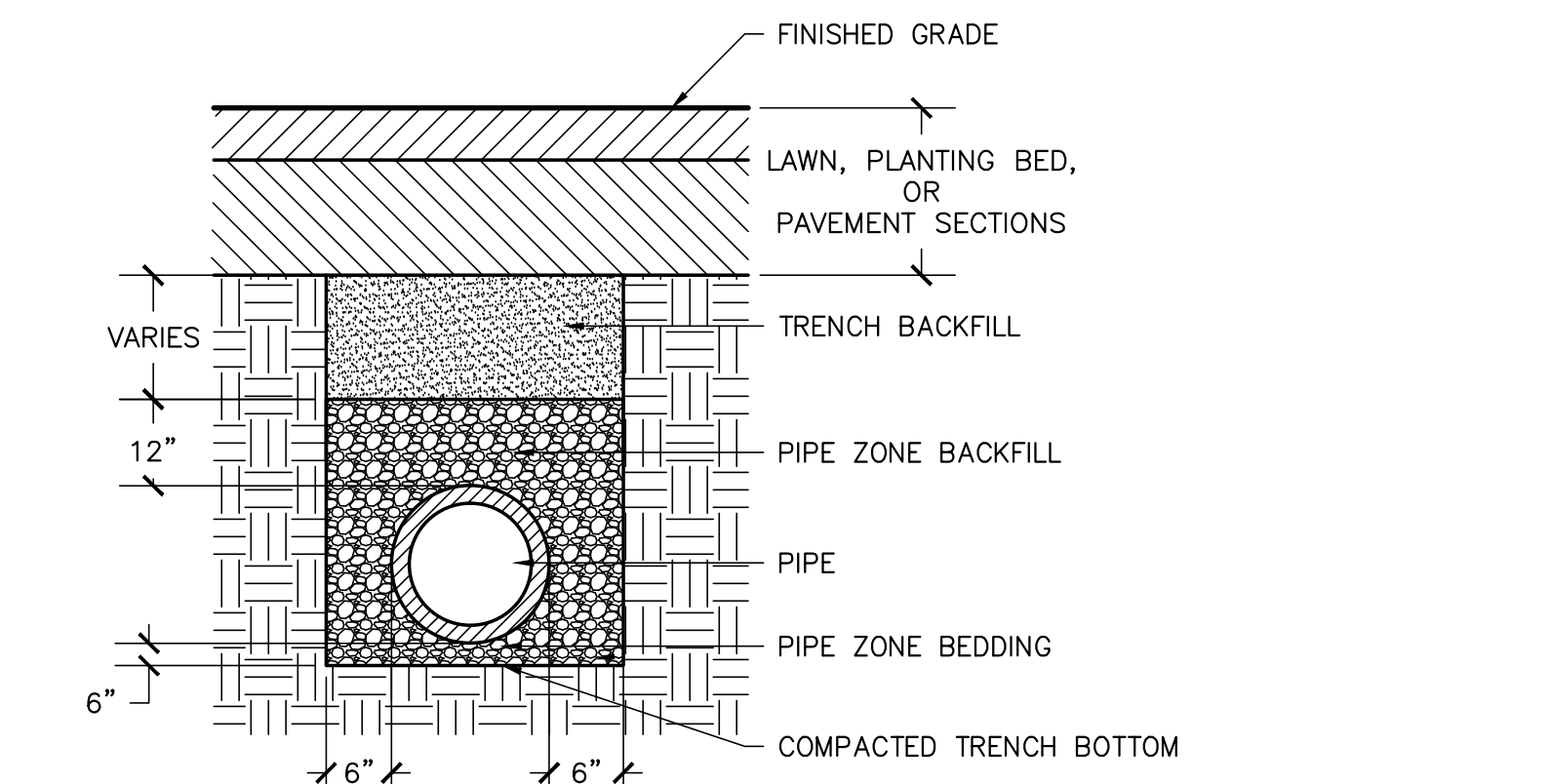


- INSTALLATION NOTES:
1. STONE SIZE—USE 3" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT
 2. LENGTH—AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY
 3. THICKNESS—NOT LESS THAN SIX (6) INCHES
 4. WIDTH—25 FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCUR
 5. FILTER CLOTH—WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
 6. SURFACE WATER—ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED
 7. MAINTENANCE—THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT OF WAY THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT OF WAY MUST BE REMOVED IMMEDIATELY
 8. WASHING—WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT OF WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE
 9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN

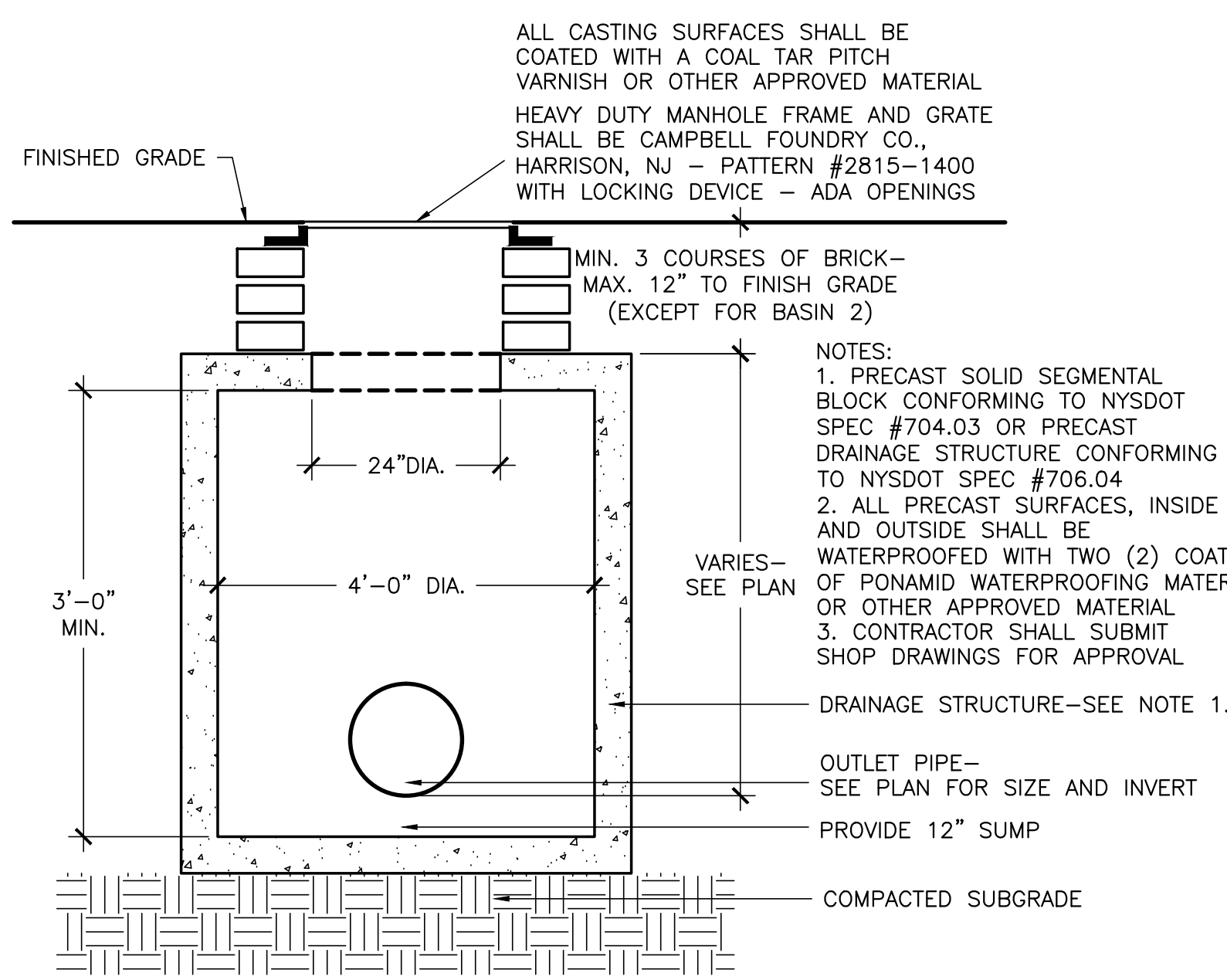
4 STABILIZED CONSTRUCTION ENTRANCE
L2.1 NOT TO SCALE



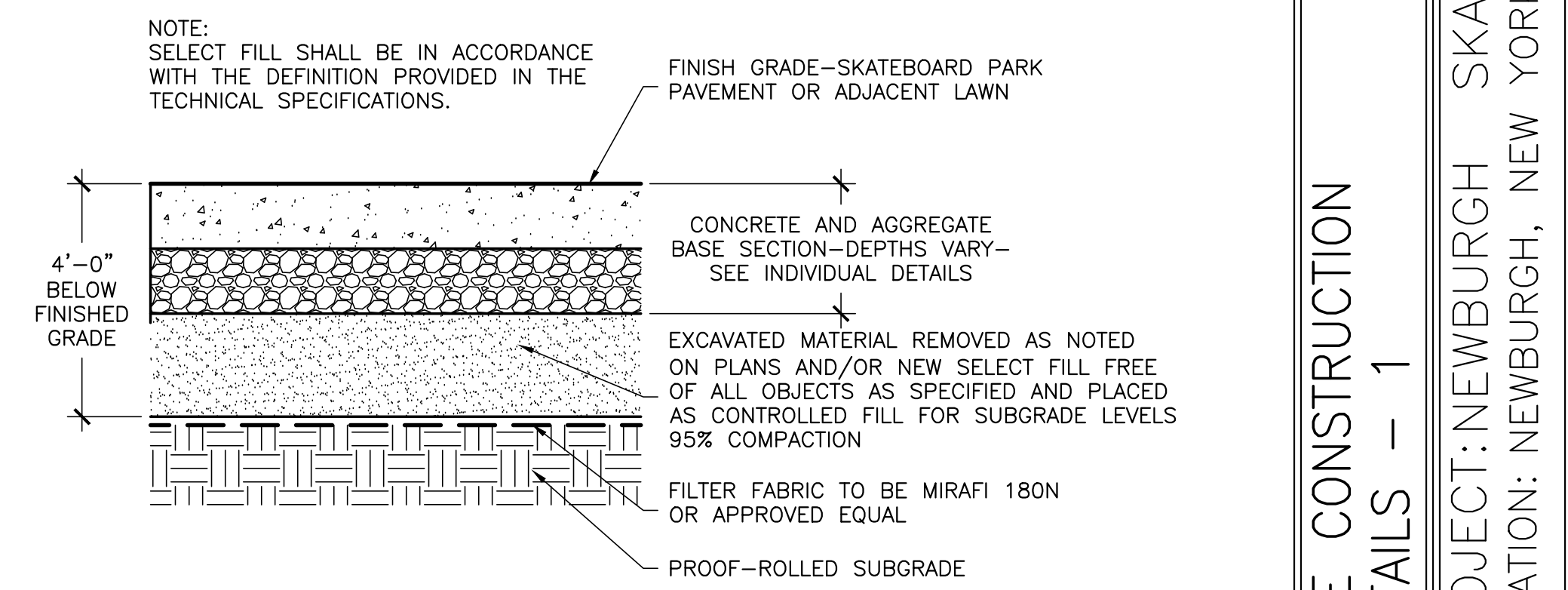
5 TEMPORARY CONSTRUCTION FENCE DETAIL
L2.1 NOT TO SCALE



6 PIPE TRENCH DETAIL
L2.1 NOT TO SCALE



7 DRAIN INLET DETAIL
L2.1 NOT TO SCALE



8 TYPICAL SUBGRADE/EXCAVATION DETAIL
L2.1 NOT TO SCALE

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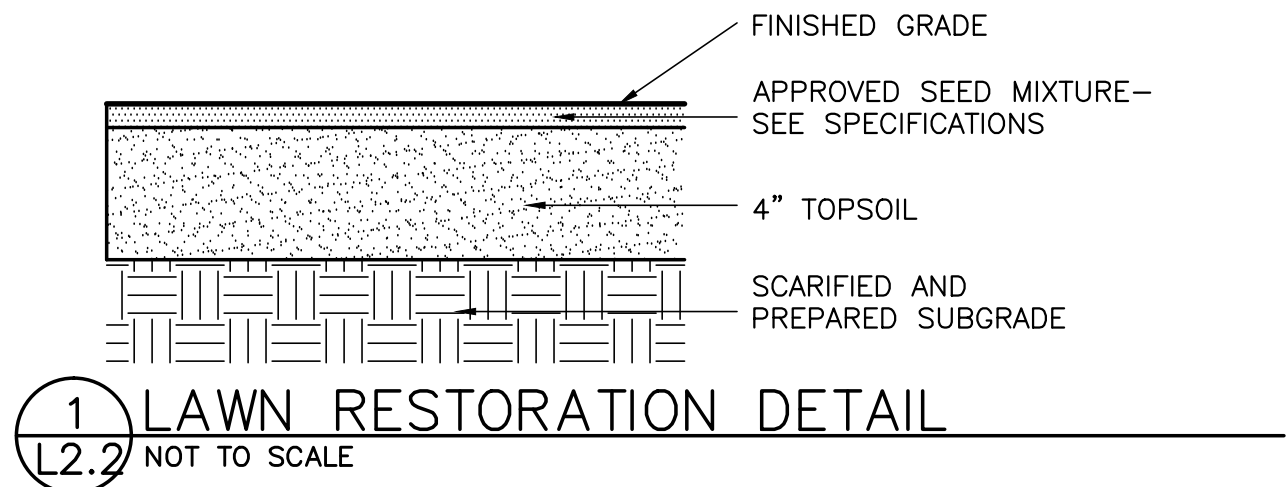
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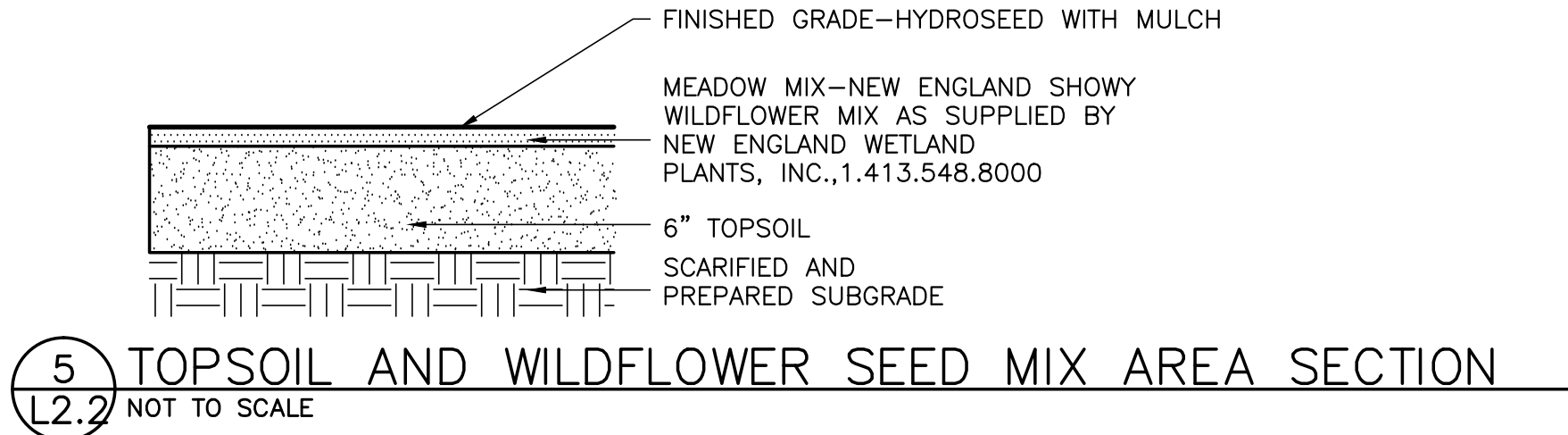
SITE CONSTRUCTION
DETAILS — 1
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NEW YORK

SHEET:
L2.1
DATE: 04/14/15
DRAWN BY: LGJ
CHECKED BY: EE

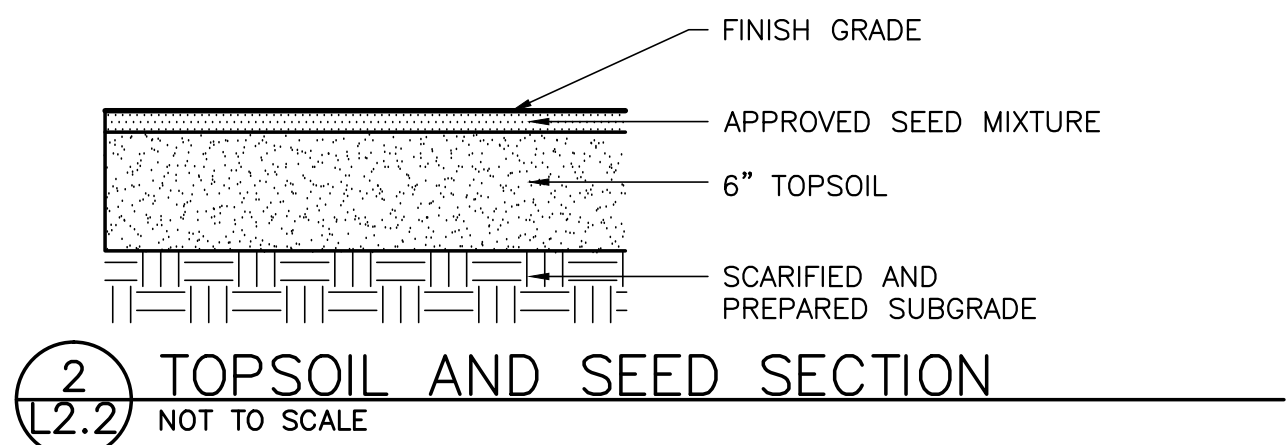
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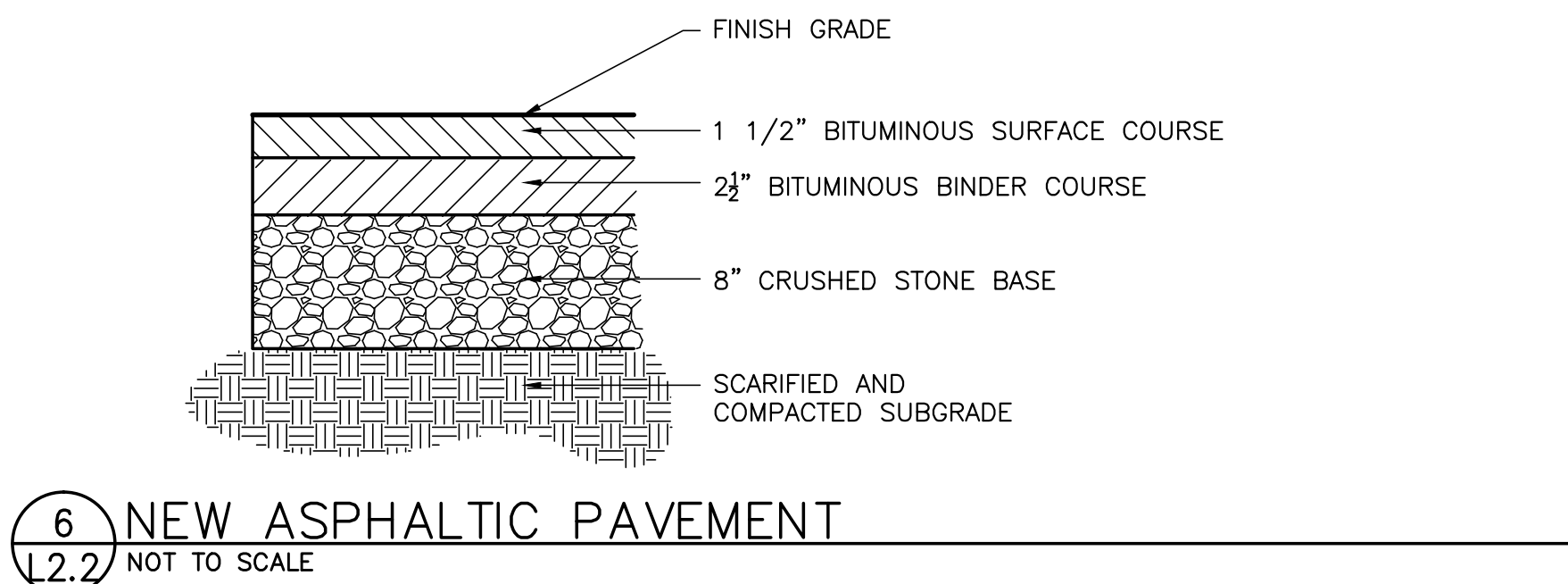
1 LAWN RESTORATION DETAIL
L2.2 NOT TO SCALE



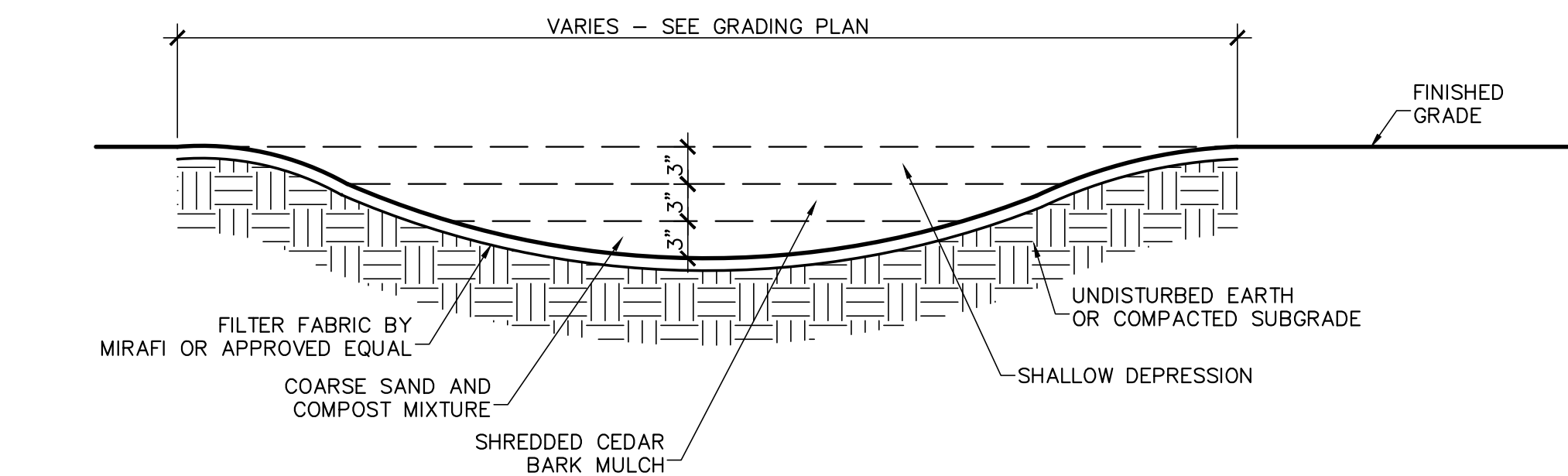
5 TOPSOIL AND WILDFLOWER SEED MIX AREA SECTION
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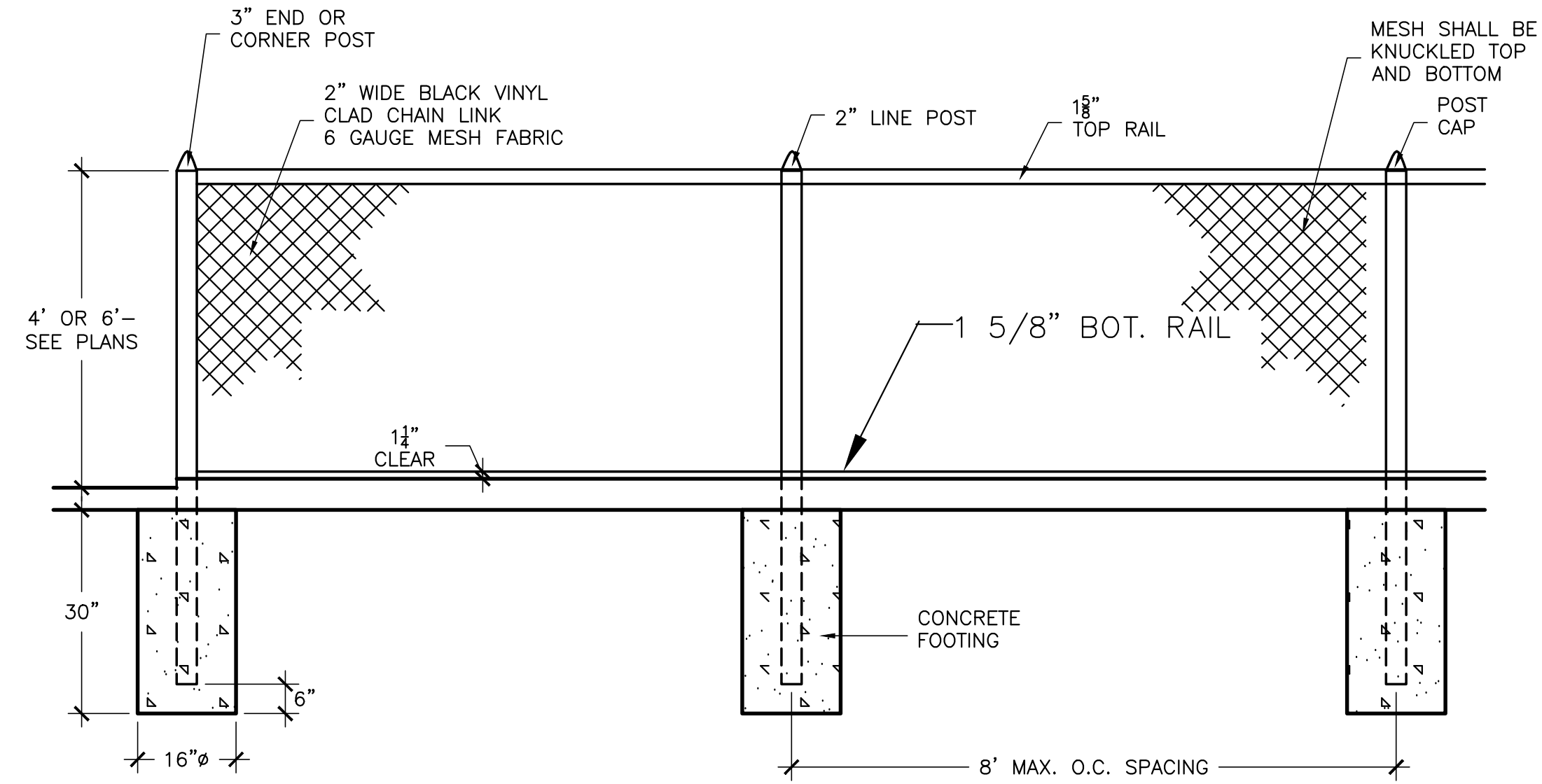
2 TOPSOIL AND SEED SECTION
L2.2 NOT TO SCALE



6 NEW ASPHALTIC PAVEMENT
L2.2 NOT TO SCALE

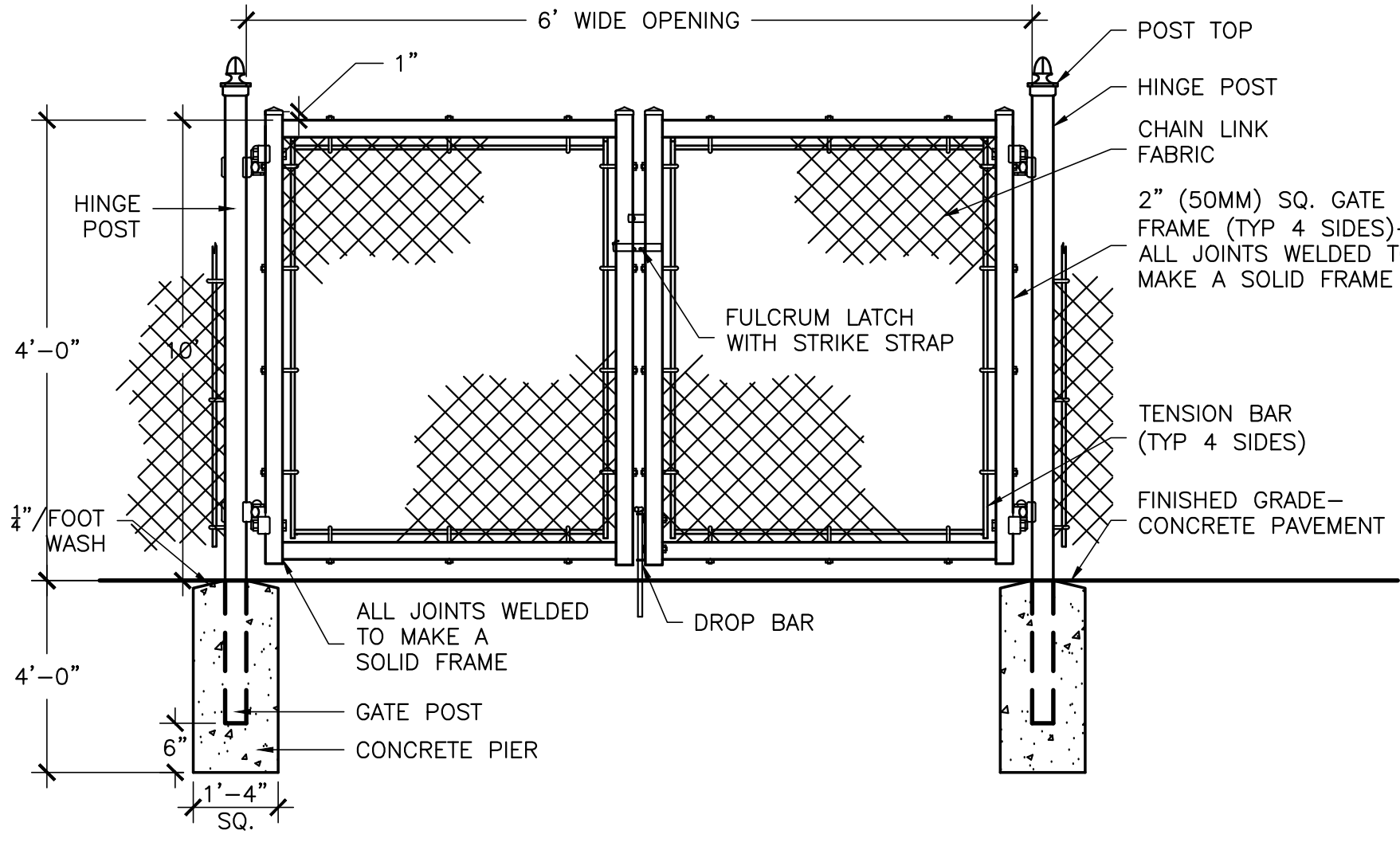


3 RAIN GARDEN SECTION DETAIL
L2.2 NOT TO SCALE



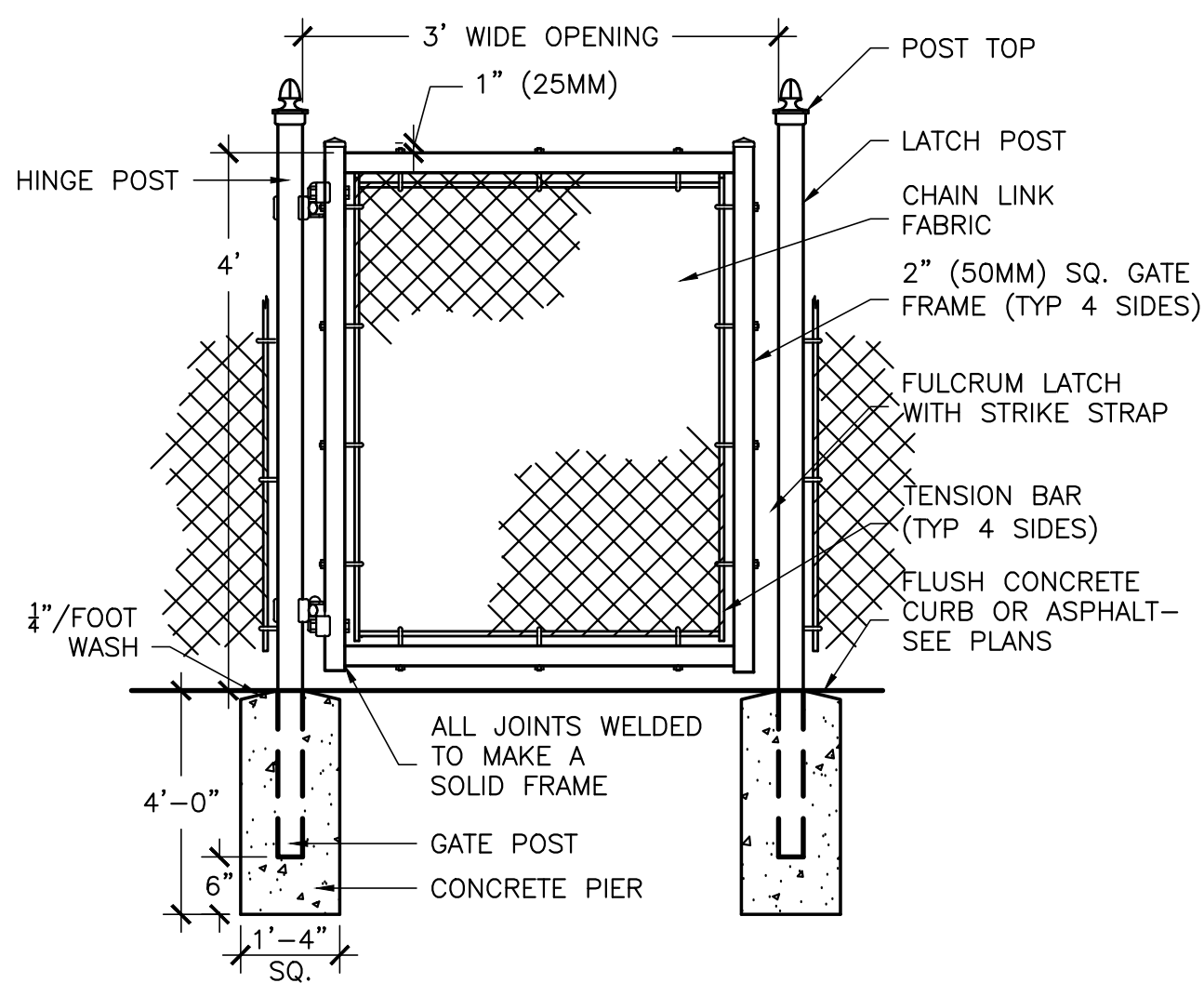
- NOTES:
1. MESH SHALL BE 6 GAUGE WITH BLACK VINYL COATING
 2. SELVAGE SHALL BE TWISTED TOP AND BOTTOM FOR SECURITY
 3. INCLUDE POST CAPS, TOP, BOTTOM & MID RAILS AND BRACE ENDS, WIRE TIES AND CLIPS, BRACE AND TENSION BANDS AND BARS, TENSION WIRE, TRUSS RODS
 4. PROVIDE ALL OTHER NECESSARY PARTS AS PER MANUFACTURERES RECOMMENDATIONS. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS
 5. ALL POSTS AND RAILS SHALL BE VINYL COATED TO MATCH NEW MESH

4 CHAIN LINK FENCE AND FOOTINGS DETAIL
L2.2 NOT TO SCALE



- NOTES:
1. MESH SHALL BE 1 1/2 inch DIAMOND SHAPE - 6 GAUGE BLACK VINYL COATED ASTM F 668, TYPE 2B, 7MIL THERMALLY FUSED PVC IN BLACK COLOR
 2. SELVAGE SHALL BE TWISTED TOP AND BOTTOM FOR SECURITY
 3. STEEL PIPE SHALL BE STD WEIGHT SCH. 40 HOT DIPPED GALV. AVG. 1.8 OZ/SF
 4. INCLUDE POST CAPS, TOP, BOTTOM & MID RAILS AND BRACE ENDS, WIRE TIES AND CLIPS, BRACE AND TENSION BANDS AND BARS, TENSION WIRE, TRUSS RODS
 5. PROVIDE ALL OTHER NECESSARY PARTS AS PER MANUFACTURERES RECOMMENDATIONS. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS
 6. ALL POSTS AND RAILS SHALL BE VINYL COATED TO MATCH NEW MESH

8 4' HIGH DOUBLE SWING ACCESS GATE DETAIL
L2.2 NOT TO SCALE



- NOTES:
1. MESH SHALL BE 1 1/2 inch DIAMOND SHAPE - 6 GAUGE BLACK VINYL COATED ASTM F 668, TYPE 2B, 7MIL THERMALLY FUSED PVC IN BLACK COLOR
 2. SELVAGE SHALL BE TWISTED TOP AND BOTTOM FOR SECURITY
 3. STEEL PIPE SHALL BE STD WEIGHT SCH. 40 HOT DIPPED GALV. AVG. 1.8 OZ/SF
 4. INCLUDE POST CAPS, TOP, BOTTOM & MID RAILS AND BRACE ENDS, WIRE TIES AND CLIPS, BRACE AND TENSION BANDS AND BARS, TENSION WIRE, TRUSS RODS
 5. PROVIDE ALL OTHER NECESSARY PARTS AS PER MANUFACTURERES RECOMMENDATIONS. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS
 6. ALL POSTS AND RAILS SHALL BE VINYL COATED TO MATCH NEW MESH

7 SINGLE SWING GATE DETAIL
L2.2 NOT TO SCALE

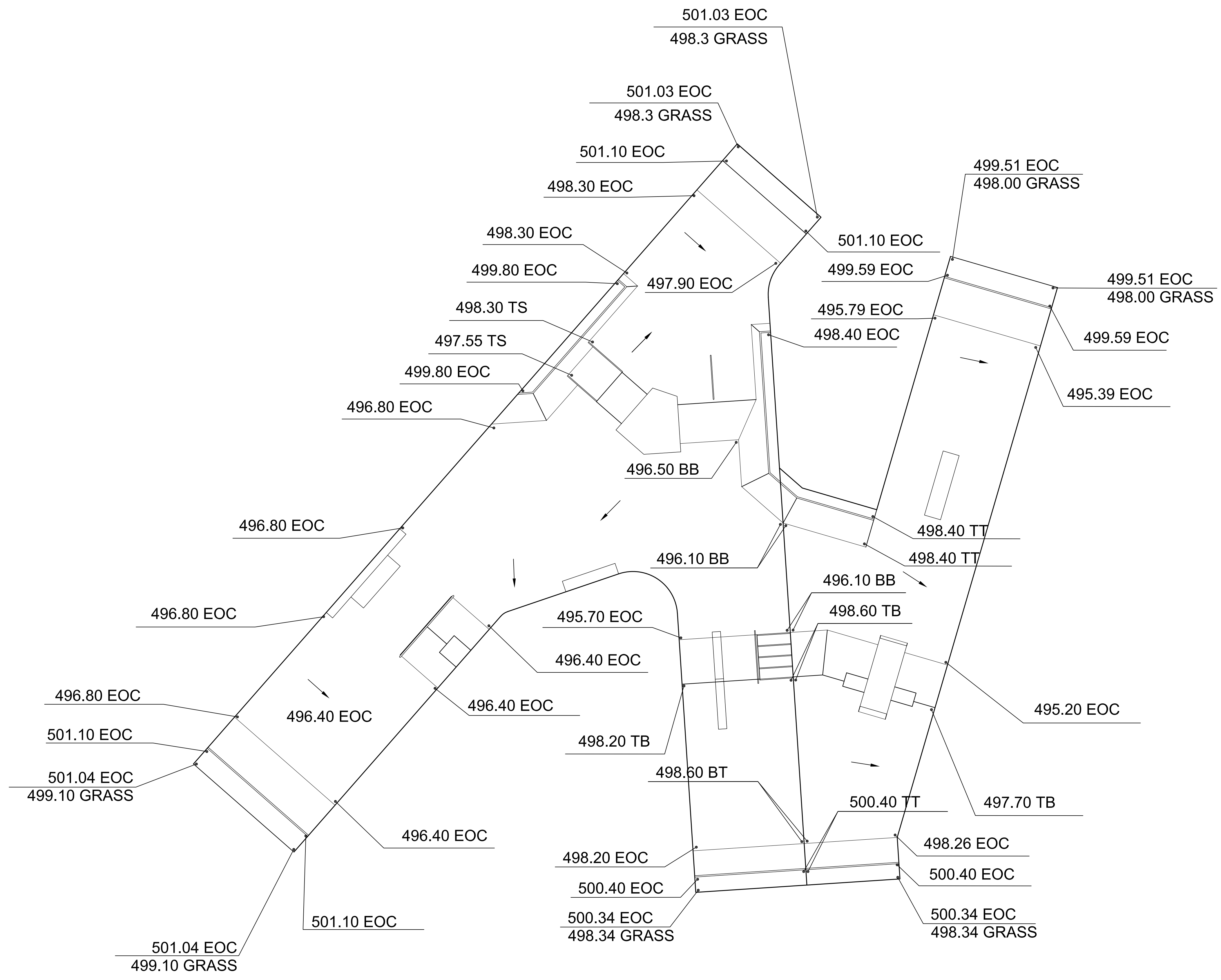
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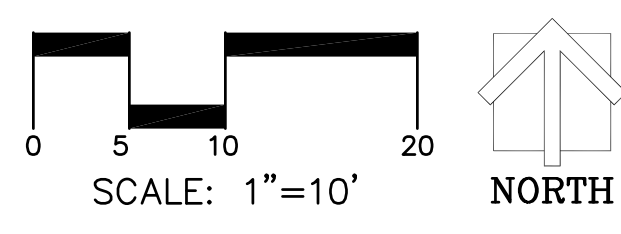
SITE CONSTRUCTION
DETAILS - 2
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NEW YORK

SHEET:
L2.2
DATE: 04/14/15
DRAWN BY: LGJ
CHECKED BY: EE

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- LEGEND
- EOC EDGE OF CONCRETE
 - INV INVERT ELEVATION
 - RIM RIM ELEVATION
 - FS FINISHED SURFACE
 - TT TOP OF TRANSITION
 - BT BOTTOM OF TRANSITION
 - TB TOP OF BANK
 - BB BOTTOM OF BANK



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Seattle WA 98106
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VERTICAL CONTROLS	SCALE: 1" = 10'
PROJECT: NEWBURGH SKATEPARK LOCATION: NEWBURGH, NY	
SHEET: SP1.1	
DATE: 5.9.17	
DRAWN BY: BAJ CHECKED BY: MBF	

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Point Table			
Point #	Northing	Easting	
1	5731.4395	9768.9810	
2	5730.1247	9748.9590	
3	5733.1225	9748.7622	
4	5767.5205	9746.5032	
5	5780.2831	9745.6650	
6	5787.3335	9735.1084	
7	5784.1144	9725.6407	
8	5780.5715	9715.2080	
9	5779.7087	9713.9174	
10	5773.6077	9708.5683	
11	5770.6000	9705.9313	
12	5740.3773	9679.4336	
13	5737.3696	9676.7966	
14	5753.1916	9658.7504	
15	5756.1993	9661.3874	
16	5780.4065	9682.6111	
17	5785.4450	9685.7961	
18	5819.5592	9716.9382	
19	5840.2372	9735.0676	
20	5861.5763	9753.7766	

Point Table			
Point #	Northing	Easting	
21	5864.5840	9756.4136	
22	5851.3990	9771.4521	
23	5848.3913	9768.8151	
24	5842.8400	9763.9480	
25	5837.0418	9761.9806	
26	5830.9700	9762.3793	
27	5806.3514	9763.9961	
28	5802.7598	9768.0927	
29	5798.8654	9781.4601	
30	5840.5258	9793.5972	
31	5844.3661	9794.7160	
32	5838.7720	9813.9177	
33	5834.9317	9812.7989	
34	5763.2992	9791.9299	
35	5739.9933	9785.1401	
36	5735.5308	9785.4332	
37	5732.5329	9785.6298	
38	5766.4519	9721.4917	
39	5820.5932	9781.0752	
40	5804.9429	9807.7970	

Point Table			
Point #	Northing	Easting	
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42	5759.4320	9753.0473	
43	5759.5303	9754.5441	
44	5768.4379	9760.4731	
45	5768.8354	9766.5252	
46	5769.1785	9771.7494	
47	5768.0542	9775.6085	
48	5767.1541	9775.3462	
49	5766.0353	9779.1866	
50	5763.5615	9778.4659	
51	5762.6014	9778.1862	
52	5761.2029	9782.9866	
53	5762.1630	9783.2683	
54	5764.6368	9783.9870	
55	5763.5180	9787.8274	
56	5764.4180	9788.0896	
57	5774.4041	9786.8325	
58	5775.8026	9782.0321	
59	5776.8182	9786.0009	
60	5768.0120	9753.9870	

Point Table			
Point #	Northing	Easting	
61	5767.9137	9752.4903	
62	5776.9926	9753.3973	
63	5776.8943	9751.9005	
64	5808.5755	9796.2671	
65	5809.4146	9793.3868	
66	5797.0545	9792.9106	
67	5797.8936	9790.0303	
68	5796.9452	9780.9007	
69	5800.9636	9767.1076	
70	5805.3937	9762.0547	
71	5830.8389	9760.3836	
72	5818.7366	9752.1591	
73	5817.7285	9745.7112	
74	5819.2253	9745.6130	
75	5820.7144	9741.2246	
76	5819.5865	9740.2357	
77	5814.3230	9735.6209	
78	5813.1951	9734.6321	
79	5808.8110	9739.6324	
80	5809.2468	9746.2683	

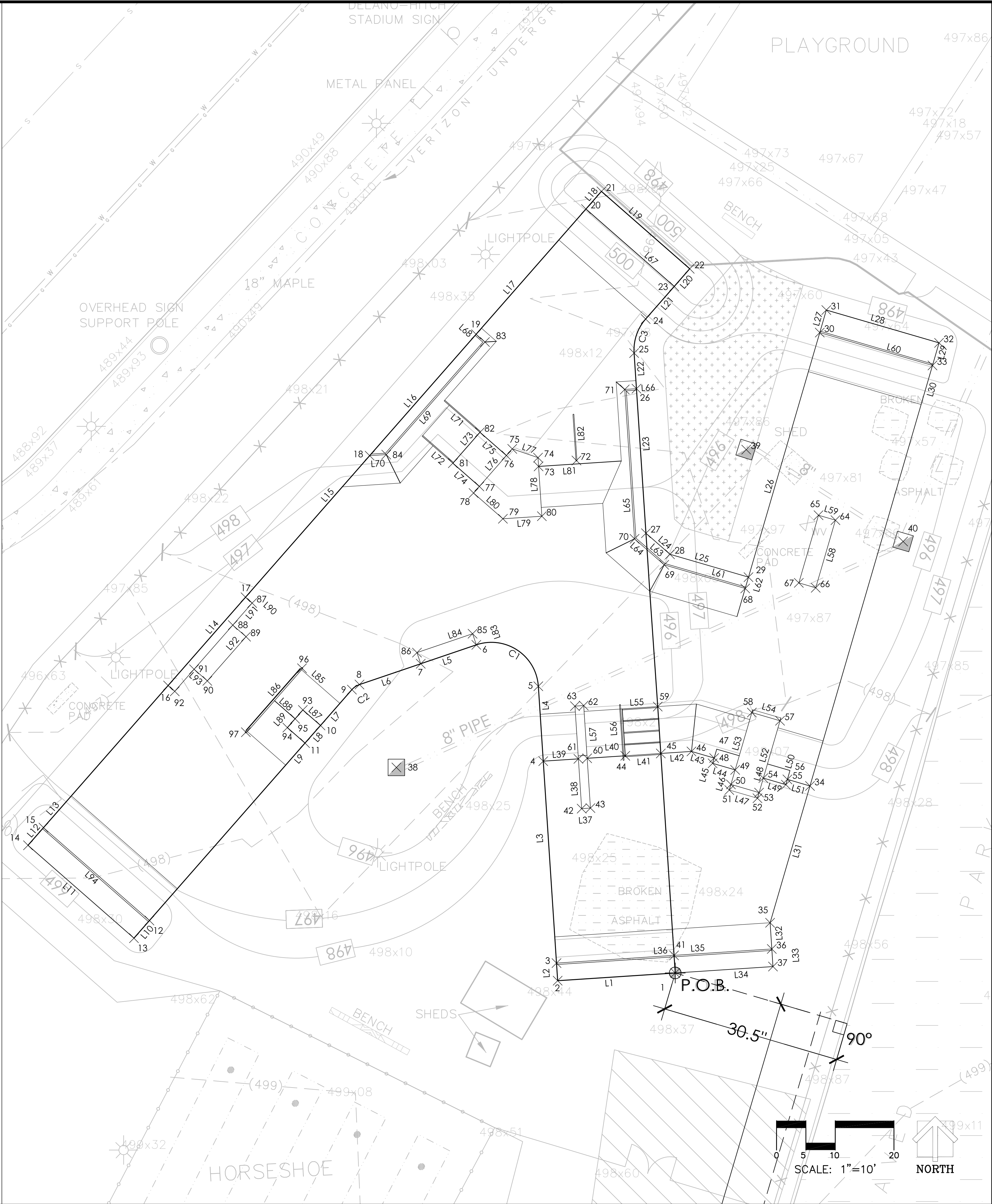
Point Table			
Point #	Northing	Easting	
81	5818.2785	9731.1094	
82	5823.5420	9735.7241	
83	5838.9187	9736.5714	
84	5819.7446	9719.7606	
85	5789.2273	9734.4653	
86	5786.0117	9724.9964	
87	5794.4562	9696.9240	
88	5790.6965	9693.6277	
89	5788.7188	9695.8835	
90	5781.1985	9689.2910	
91	5783.1773	9687.0352	
92	5779.4177	9683.7390	
93	5776.2446	9705.5606	
94	5773.2369	9702.9236	
95	5774.7408	9704.2421	
96	5783.3512	9705.4187	
97	5772.4482	9695.8596	

Line Table		
Line #	Length	Direction
L1	20.065	S86° 14' 33.47"W
L2	3.004	S03° 45' 26.53"E
L3	34.472	S03° 45' 26.53"E
L4	12.790	S03° 45' 26.53"E
L5	10.000	S71° 13' 51.32"W
L6	11.018	S71° 14' 34.40"W
L7	8.114	S41° 14' 33.47"W
L8	4.000	S41° 14' 33.47"W
L9	40.194	S41° 14' 33.47"W
L10	4.000	S41° 14' 33.47"W
L11	24.000	N48° 45' 26.53"W
L12	4.000	N41° 14' 33.47"E
L13	32.194	N41° 14' 33.47"E
L14	20.000	N41° 14' 33.47"E
L15	32.070	N41° 14' 33.47"E
L16	27.500	N41° 14' 33.47"E
L17	28.379	N41° 14' 33.47"E
L18	4.000	N41° 14' 33.47"E
L19	20.000	S48° 45' 26.53"E
L20	4.000	S41° 14' 33.47"W
L21	7.383	S41° 14' 33.47"W
L22	6.085	S03° 45' 26.53"E
L23	24.672	S03° 45' 26.53"E
L24	5.448	S48° 45' 26.53"E
L25	13.923	S73° 45' 26.53"E
L26	43.392	N16° 14' 33.47"E
L27	4.000	N16° 14' 33.47"E
L28	20.000	S73° 45' 26.53"E
L29	4.000	S16° 14' 33.47"W
L30	74.610	S16° 14' 33.47"W
L31	24.275	S16° 14' 33.47"W
L32	4.472	S03° 45' 26.53"E
L33	3.000	S03° 45' 26.53"E
L34	16.685	S86° 14' 33.47"W
L35	16.685	N86° 14' 33.47"E
L36	20.065	N86° 14' 33.47"E
L37	1.500	N86° 14' 33.34"E
L38	17.500	S03° 45' 26.53"E
L39	6.000	N86° 14' 33.34"E
L40	6.500	N86° 14' 33.34"E

Line Table		
Line #	Length	Direction
L41	6.065	N86° 14' 33.34"E
L42	5.235	N86° 14' 33.90"E
L43	4.020	N73° 45' 26.53"W
L44	4.000	N73° 45' 26.53"W
L45	2.511	N16° 14' 33.47"E
L46	12.750	N16° 14' 33.47"E
L47	5.000	S73° 45' 26.53"E
L48	12.750	N16° 14' 33.47"E
L49	4.000	N73° 45' 26.53"W
L50	2.511	N16° 14' 33.47"E
L51	4.000	N73° 45' 26.53"W
L52	12.750	N16° 14' 33.47"E
L53	12.750	N16° 14' 33.47"E
L54	5.000	S73° 45' 26.53"E
L55	6.065	N86° 14' 33.34"E
L56	9.500	S03° 45' 26.53"E
L57	17.500	S03° 45' 26.53"E
L58	12.000	N16° 14' 33.47"E
L59	3.000	S73° 45' 26.53"E
L60	20.000	S73° 45' 26.53"E
L61	14.367	S73° 45' 26.53"E
L62	2.000	N16° 14' 33.47"E
L63	3.892	S48° 45' 26.53"E
L64	2.828	N48° 45' 26.53"W
L65	25.500	N03° 45' 26.53"W
L66	2.000	N86° 14' 33.47"E
L67	20.000	S48° 45' 26.53"E
L68	2.000	N48° 45' 26.53"W
L69	25.500	N41° 14' 33.47"E
L70	2.828	N86° 14' 33.47"E
L71	8.121	N48° 45' 26.53"W
L72	6.968	N48° 45' 26.53"W
L73	7.000	N41° 14' 33.47"E
L74	6.000	S48° 45' 26.53"E
L75	6.000	S48° 45' 26.53"E
L76	10.000	N41° 14' 33.47"E
L77	4.634	S71° 15' 26.53"E
L78	10.000	N03° 45' 26.53"W
L79	6.650	S86° 14' 33.47"E
L80	6.650	S48° 45' 26.53"E

Line Table		
Line #	Length	Direction
L81	14.121	N86° 14' 33.47"E
L82	7.833	S03° 45' 26.53"E
L83	2.000	N18° 45' 25.60"W
L84	10.000	N71° 14' 34.40"E
L85	8.667	S48° 45' 26.53"E
L86	14.000	N41° 14' 33.47"E
L87	4.000	S48° 45' 26.53"E
L88	4.667	S48° 45' 26.53"E
L89	4.000	N41° 14' 33.47"E
L90	1.500	N48° 45' 26.53"W
L91	20.000	N41° 14' 33.47"E
L92	10.000	N41° 14' 33.47"E
L93	3.000	N48° 45' 26.53"W
L94	24.000	N48° 45' 26.53"W

Curve Table					
Curve #	Length	Radius	Tangent	CHORD	CHORD DIRECTION
C1	14.662	8.000	10.428105.0100	12.695	N56° 15' 44.55"W
C3	6.283	8.000	3.314045.0000	6.123	S18° 44' 33.47"W
C2	1.570	3.000	0.804029.9900	1.552	S56° 14' 15.45"W



HORIZONTAL CONTROLS

SCALE: 1" = 10'

PROJECT: NEWBURGH SKATEPARK

LOCATION: NEWBURGH, NY

SHEET:

SP1.2

DATE: 5.9.17

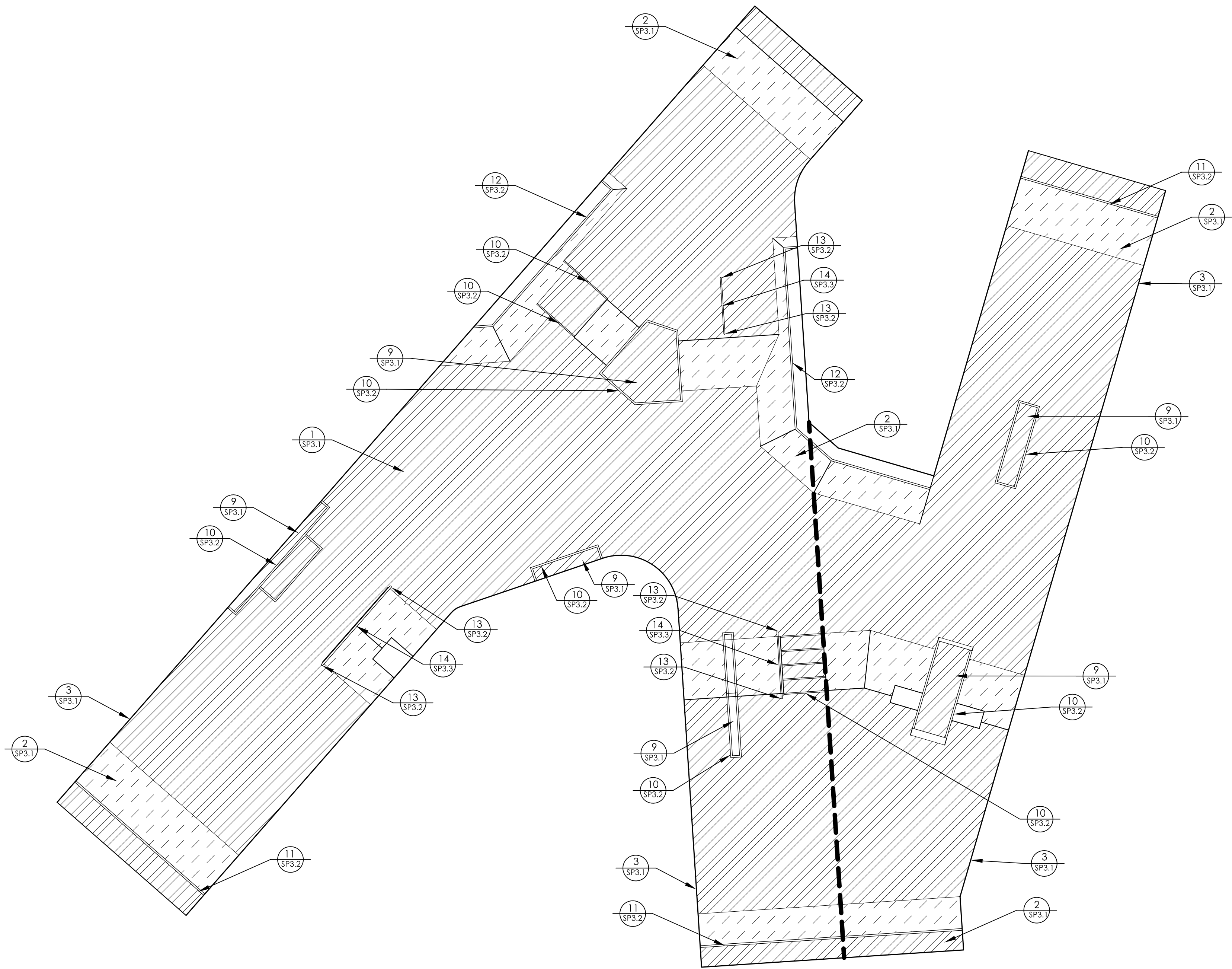
DRAWN BY: BAJ

CHECKED BY: MBF



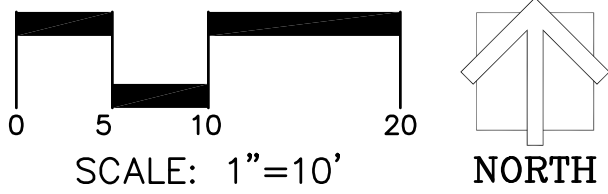
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LEGEND

- PHASE LIMITS
- CONCRETE SURFACING (1 SP3.1)
- SHOTCRETE SURFACING (2 SP3.1)
- CONCRETE EDGE (3 SP3.1)
- POOL COPING (7 SP3.1)
- BOND BEAM- POOL COPING (8 SP3.1)
- REINFORCED CONCRETE LEDGE - CANTILEVER EDGE (9 SP3.1)
- STEEL GRIND EDGE - CANTILEVER STEEL CHANNEL (10 SP3.2)
- STEEL COPING (11 SP3.2)
- ANGLE IRON - BANKED GRIND EDGE (12 SP3.2)
- FLAT STEEL BAR GRIND EDGE - VERTICAL (13 SP3.2)
- DRAIN (14 SP3.2)
- HANDRAIL FOOTING - END PIECE (15 SP3.2)
- HANDRAIL FOOTING - CENTER POST (16 SP3.3)
- SAFETY GUARD RAIL (17 SP3.3)
- SEE LANDSCAPE SHEETS



MATERIALS PLAN

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

SHEET:
SP1.3

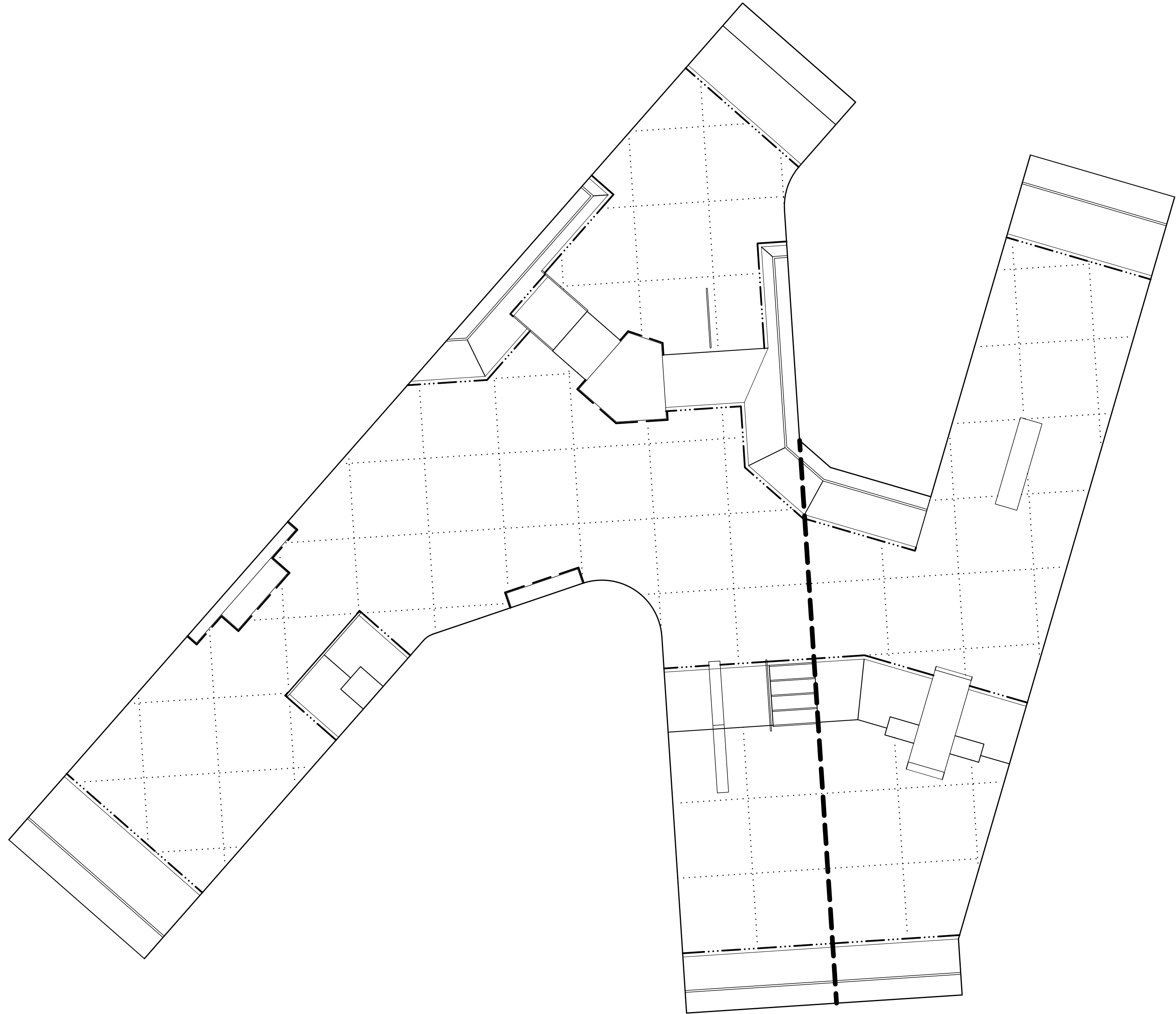
DATE: 5.9.17

DRAWN BY: BAJ
CHECKED BY: MBF

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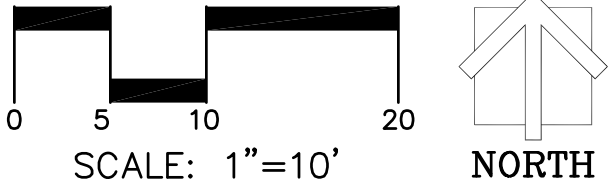
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LEGEND

- COLD JOINT (6 SP3.1)
- KEY JOINT (4 SP3.1)
- BOND BEAM-STEEL COPING (11 SP3.2)
- SAW CUT JOINT (5 SP3.1)
- BOND BEAM- POOL COPING (8 SP3.1)
- EXPANSION JOINT (17 SP3.3)
- PHASE LIMITS

NOTE:
SAW CUT PATTERN IS SHOWN TO PROVIDE DIRECTION. CONTRACTOR TO CUT SLAB AS NEEDED TO PREVENT CRACKING. SAW CUTS MUST BE MADE BEFORE ANY SIGNS OF THERMAL CRACKING. THERMAL CRACKING AS A RESULT OF INSUFFICANT CRACK CONTROL MAY RESULT IN UNSKATABLE SURFACES.



CONCRETE JOINTS	SCALE: 1" = 10'
PROJECT: NEWBURGH SKATEPARK LOCATION: NEWBURGH, NY	
SHEET: SP1.4	
DATE: 5.9.17	
DRAWN BY: BAJ CHECKED BY: MBF	

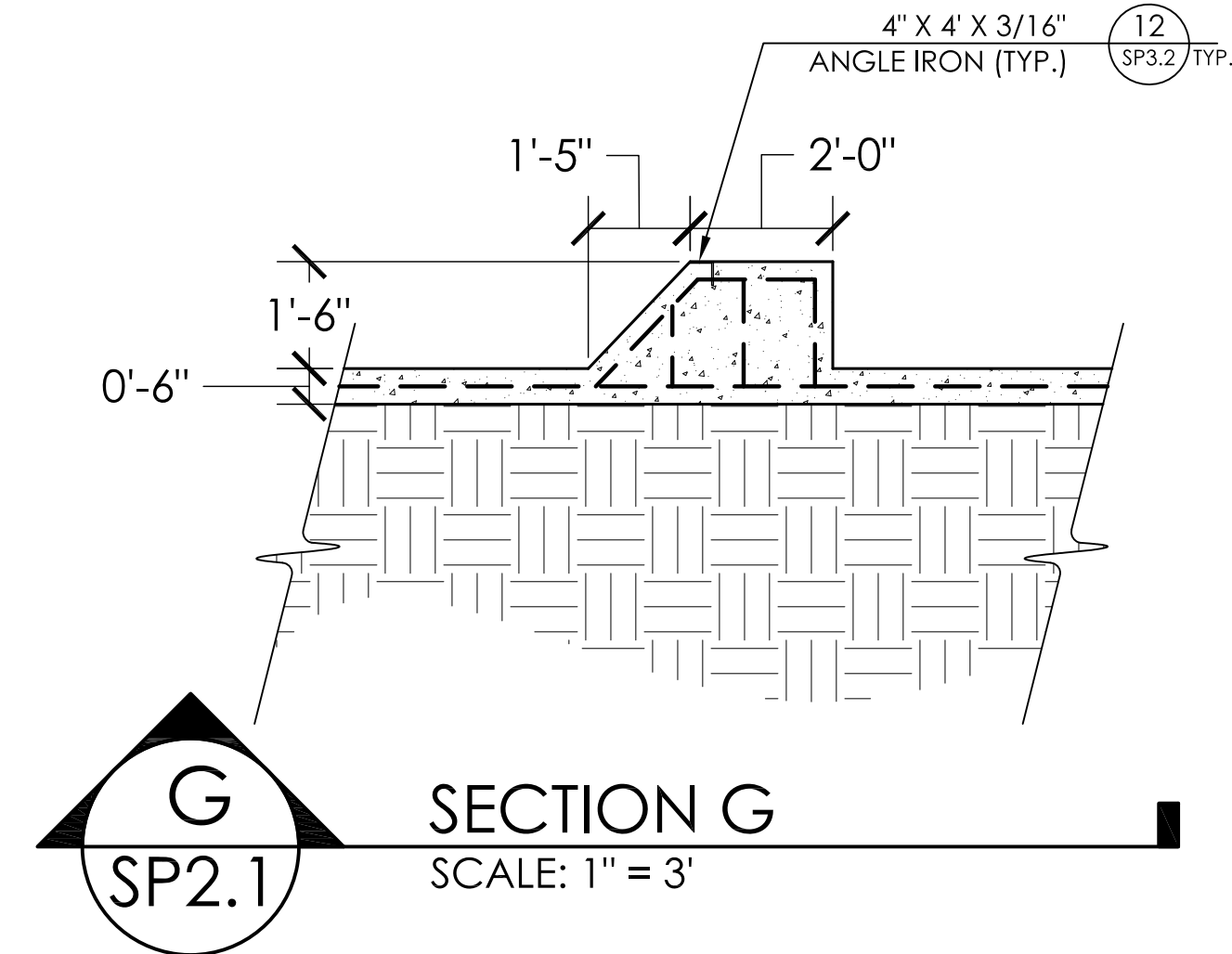
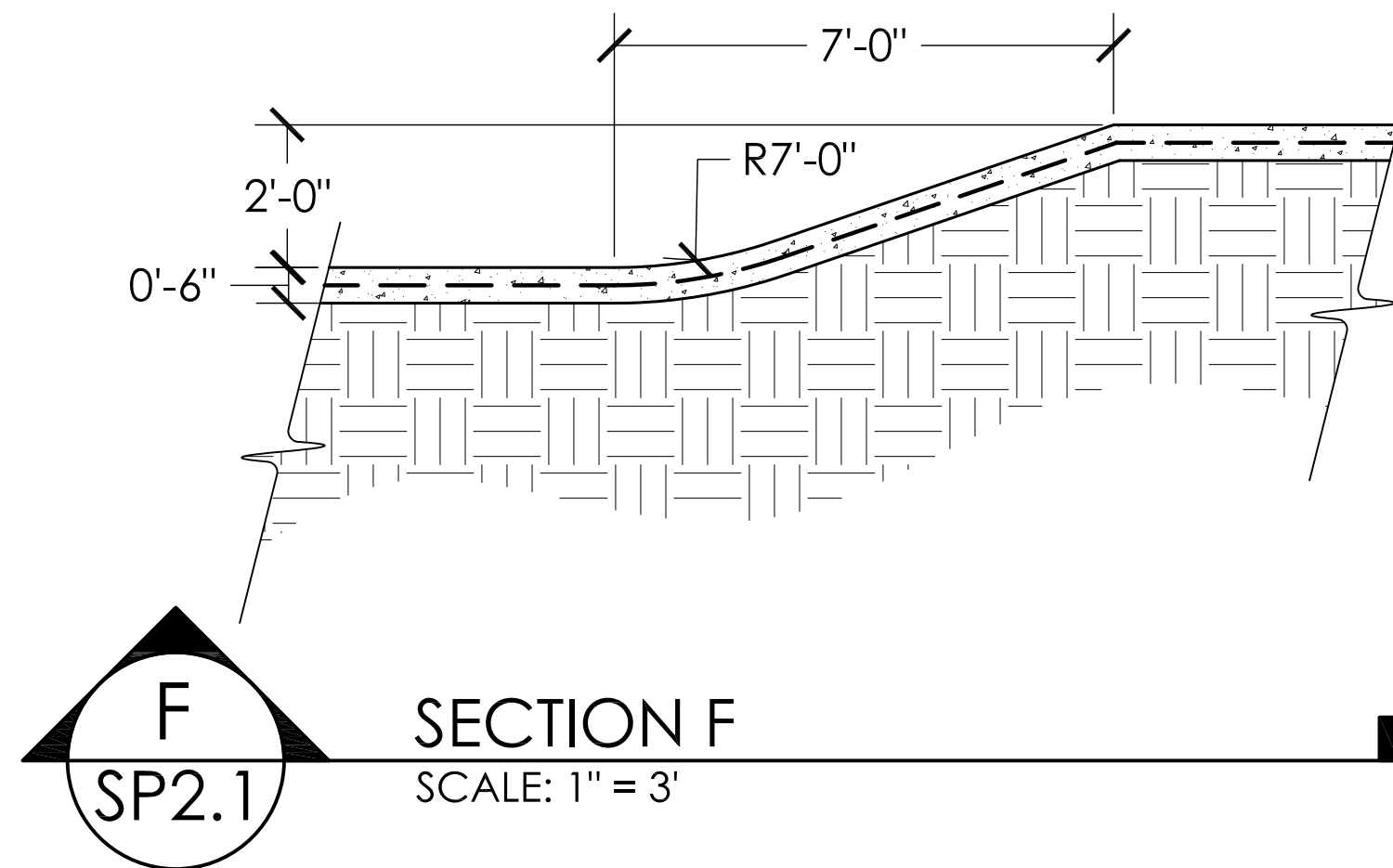
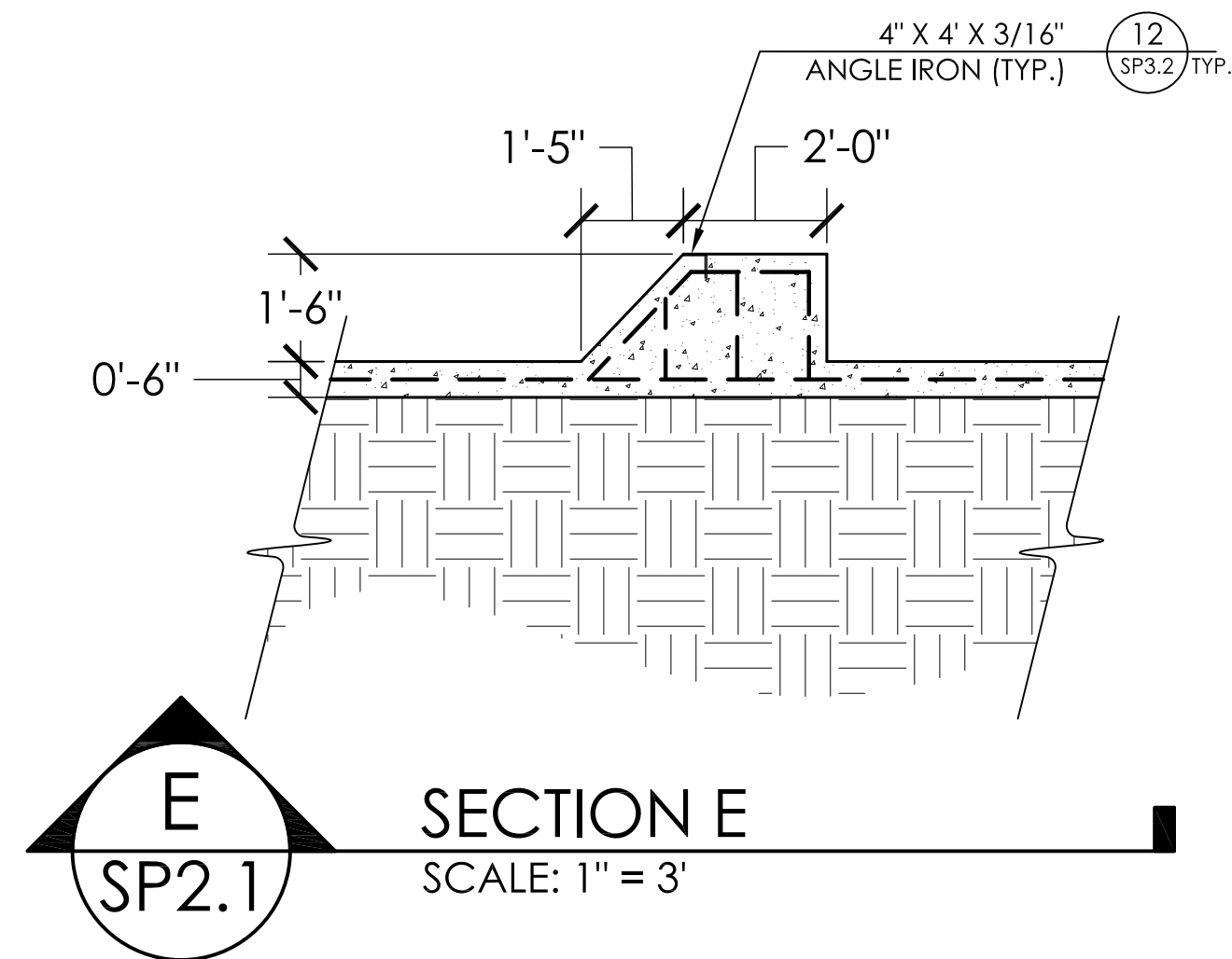
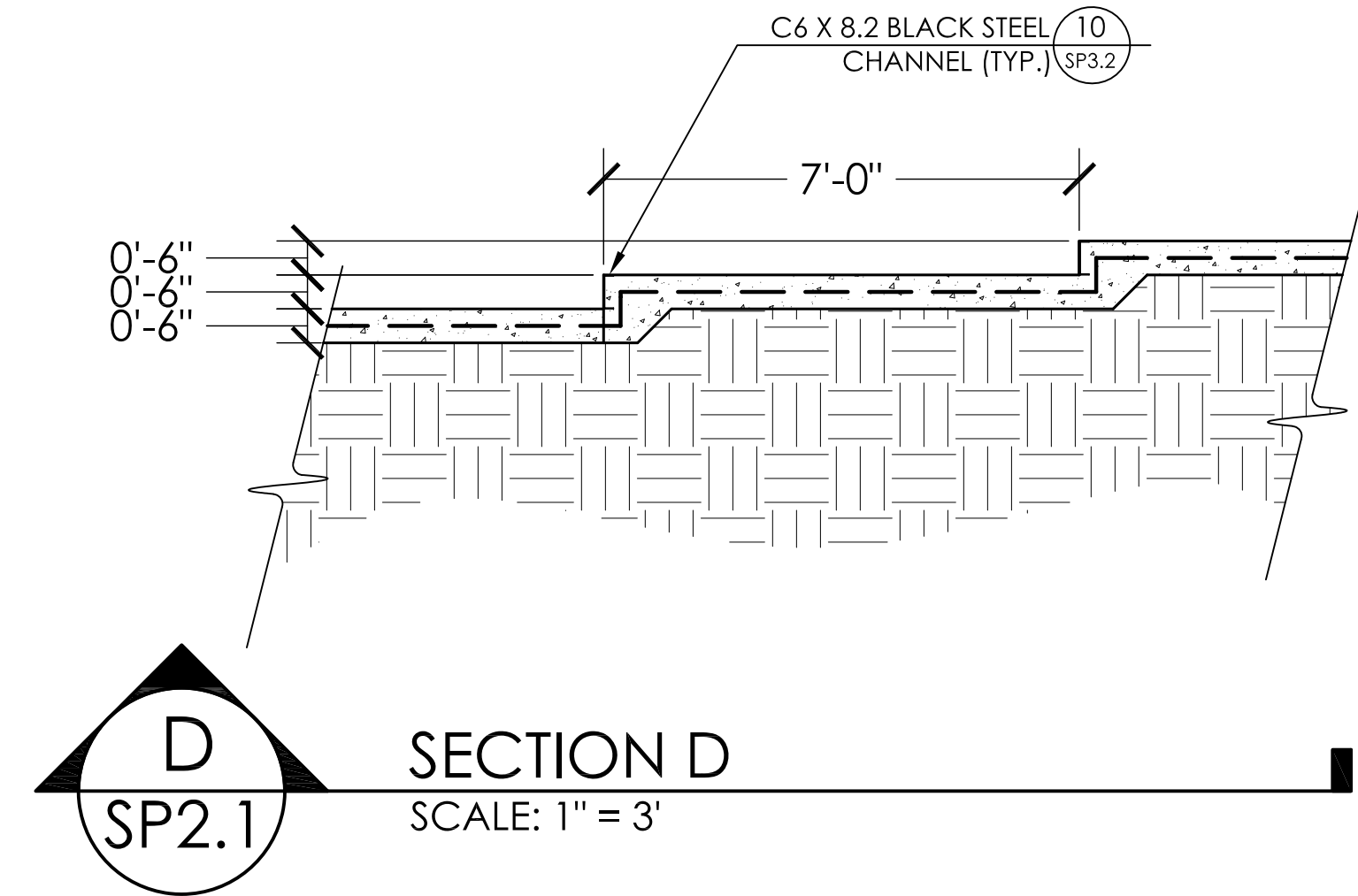
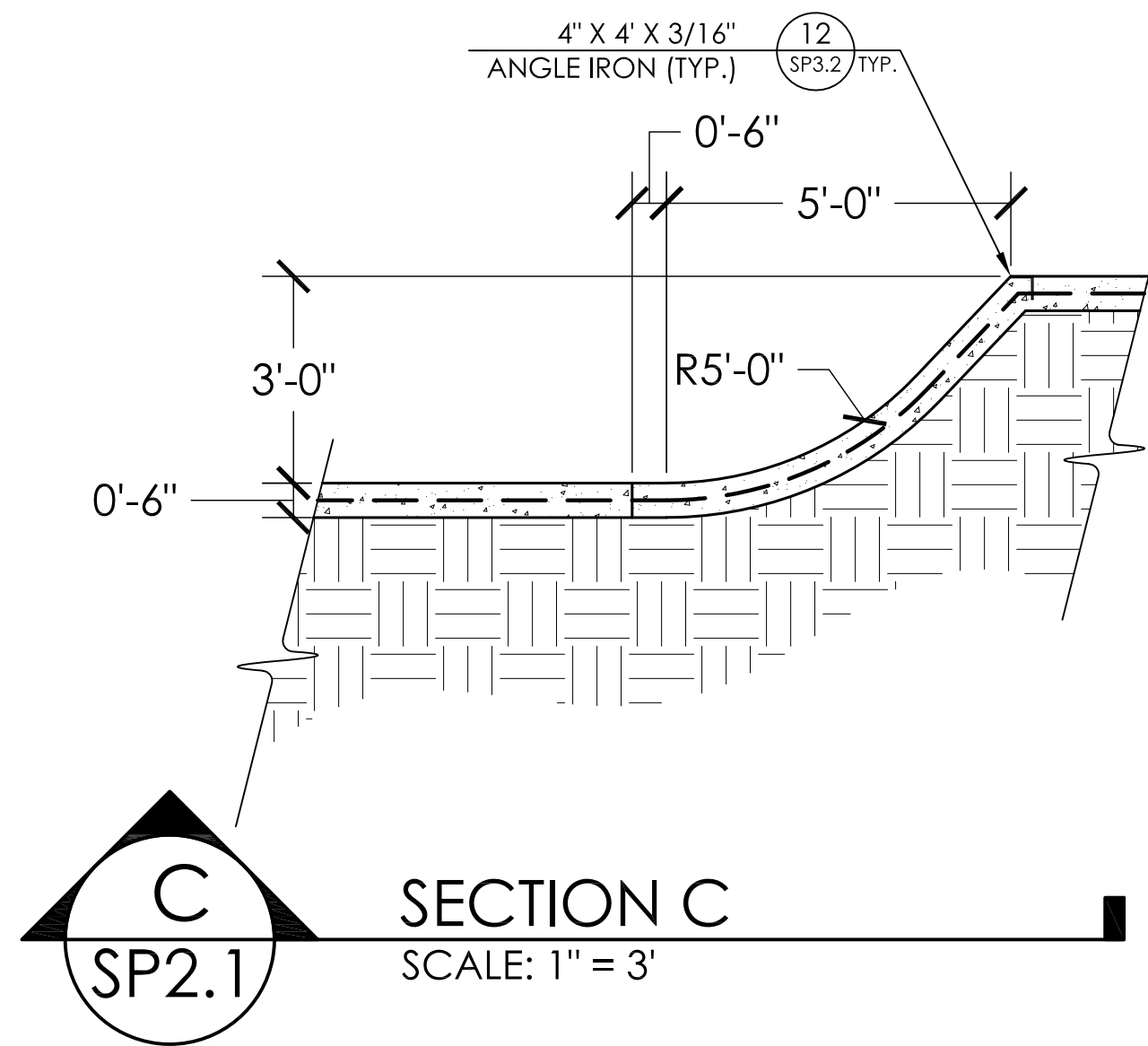
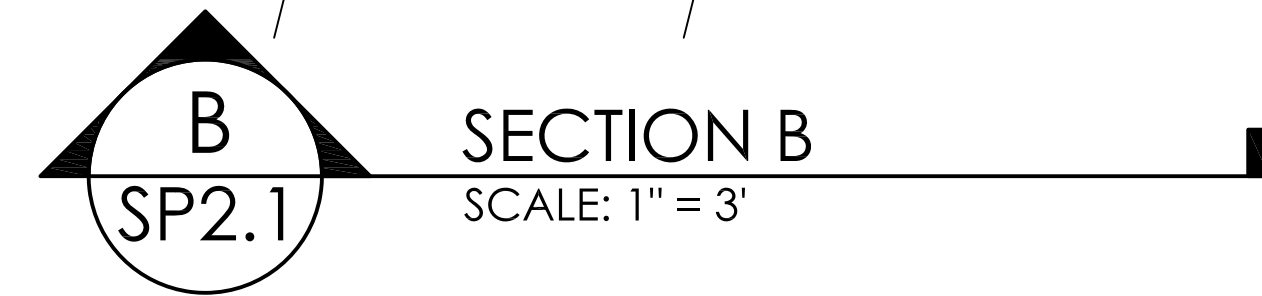
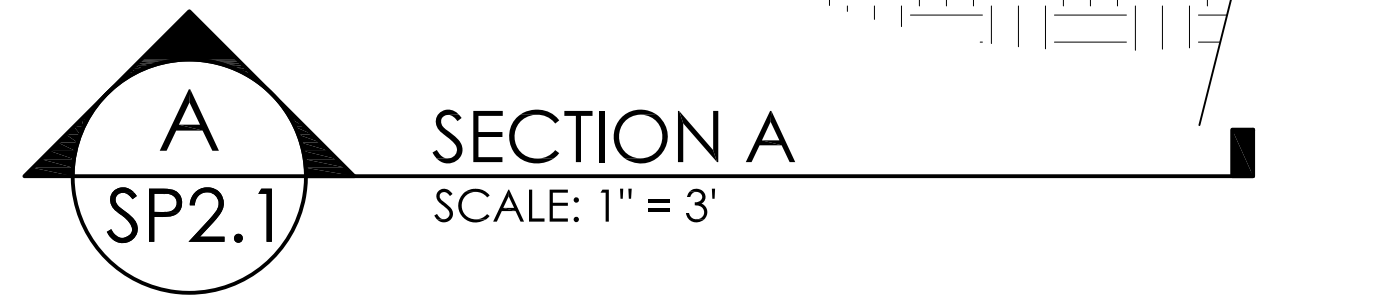
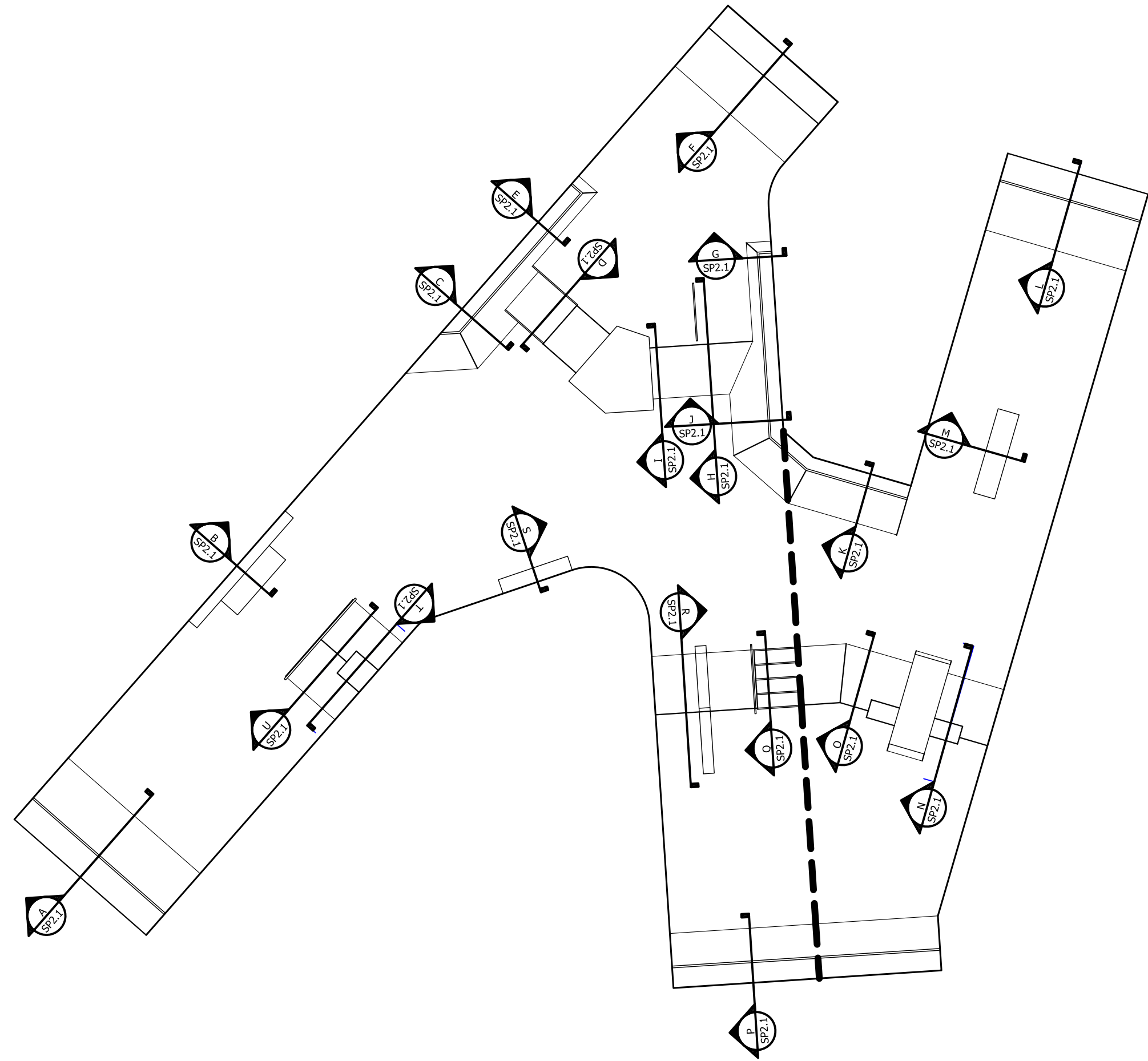


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SCALE:
1" = 3'

SECTIONS AND KEY

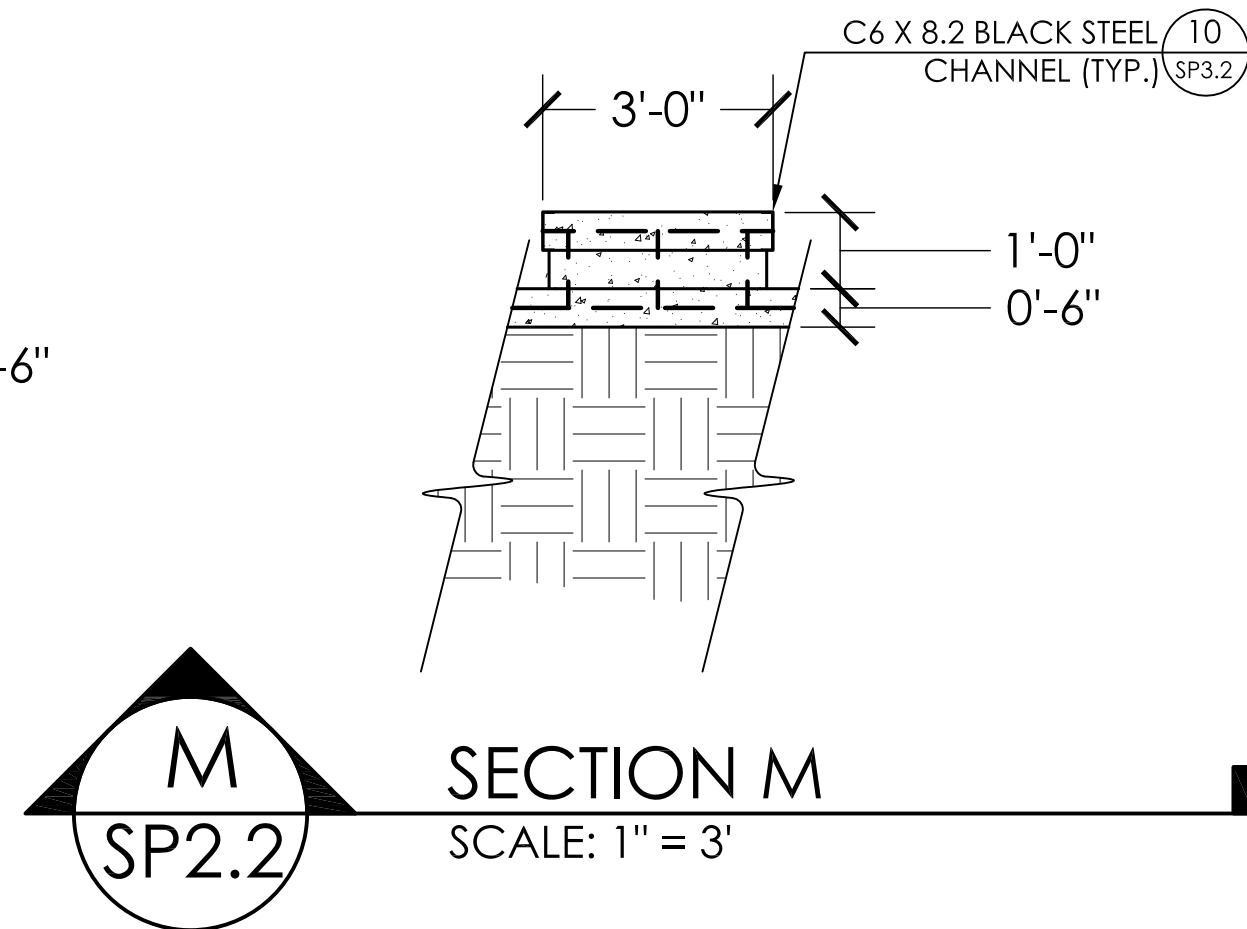
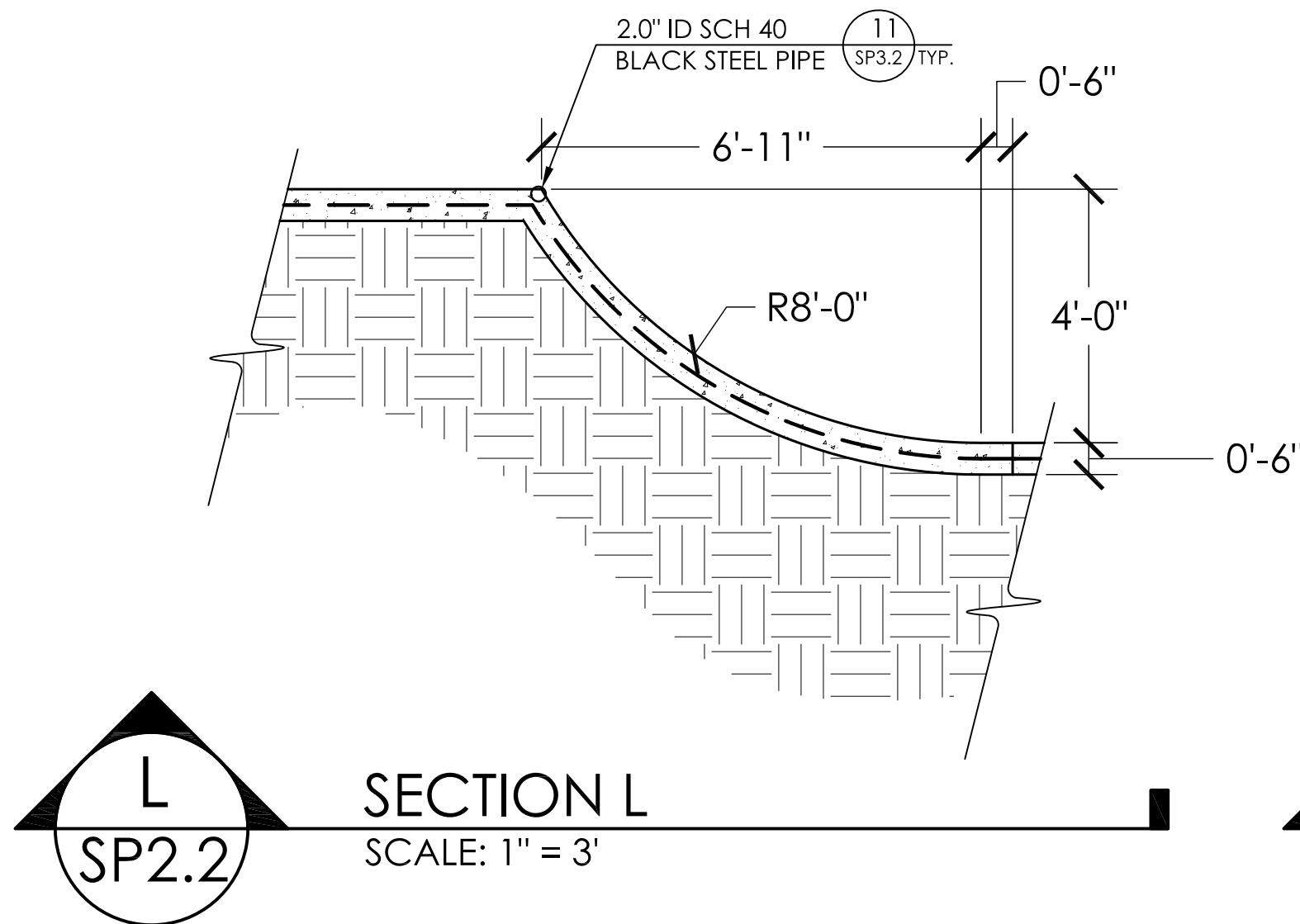
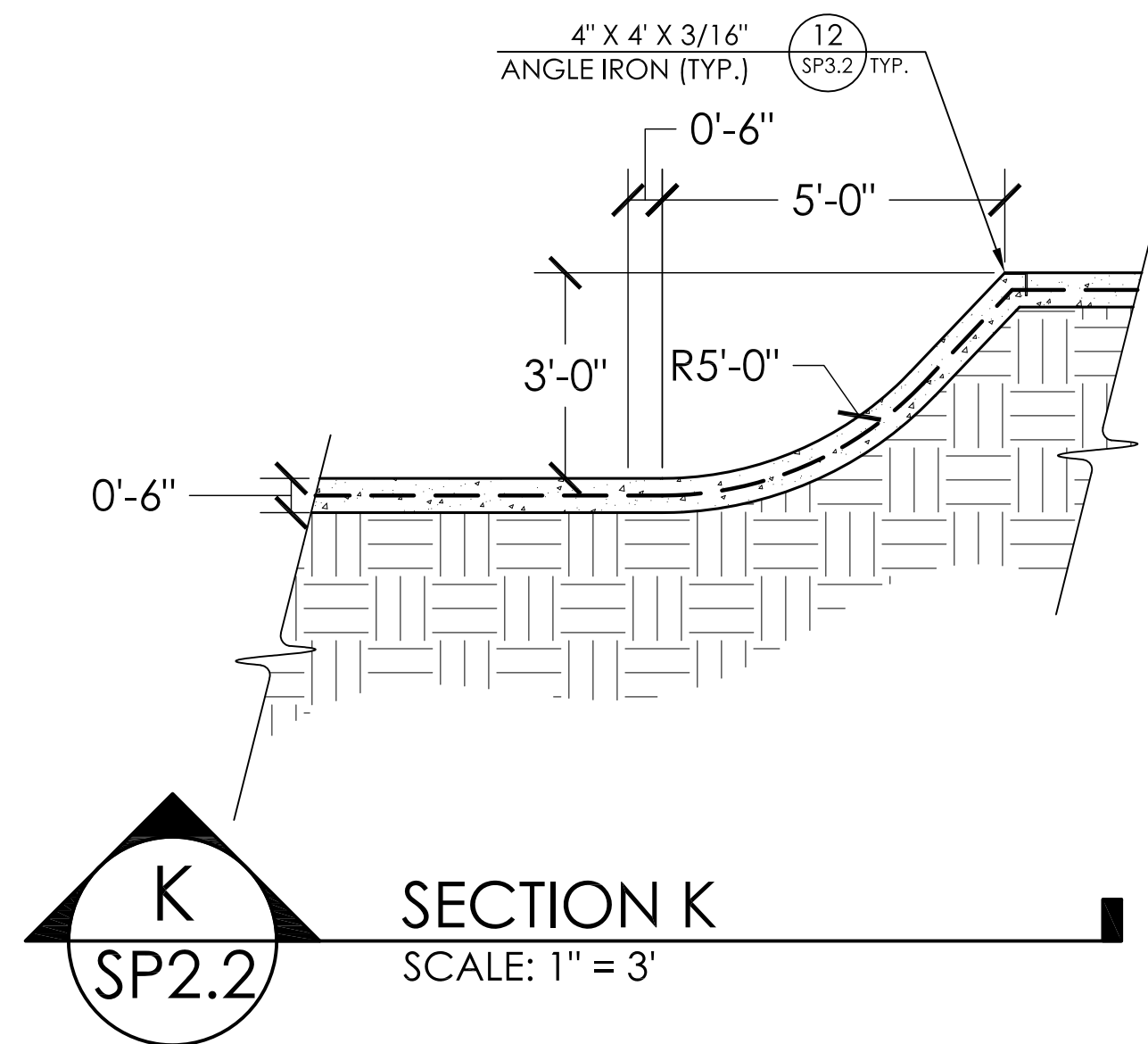
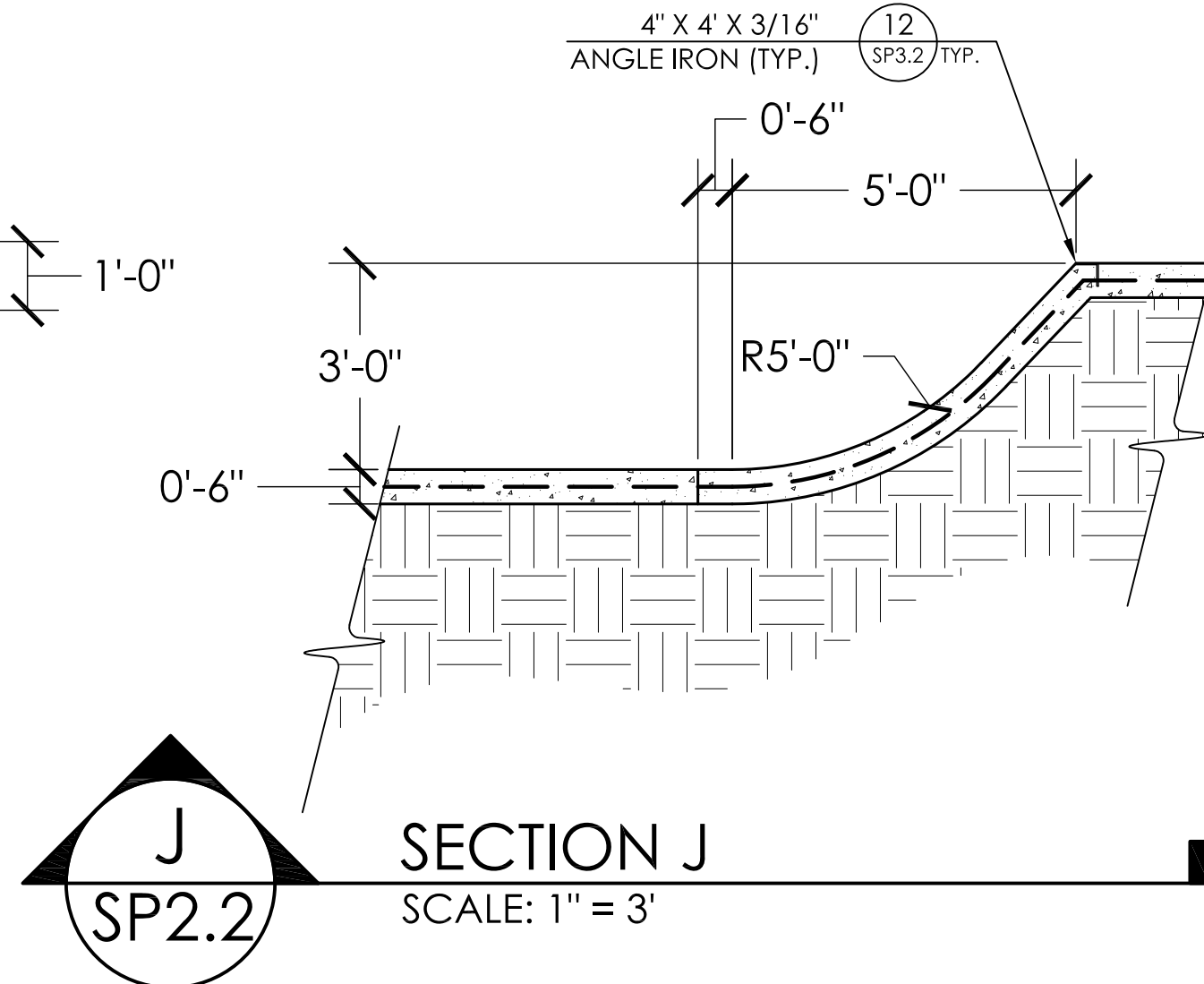
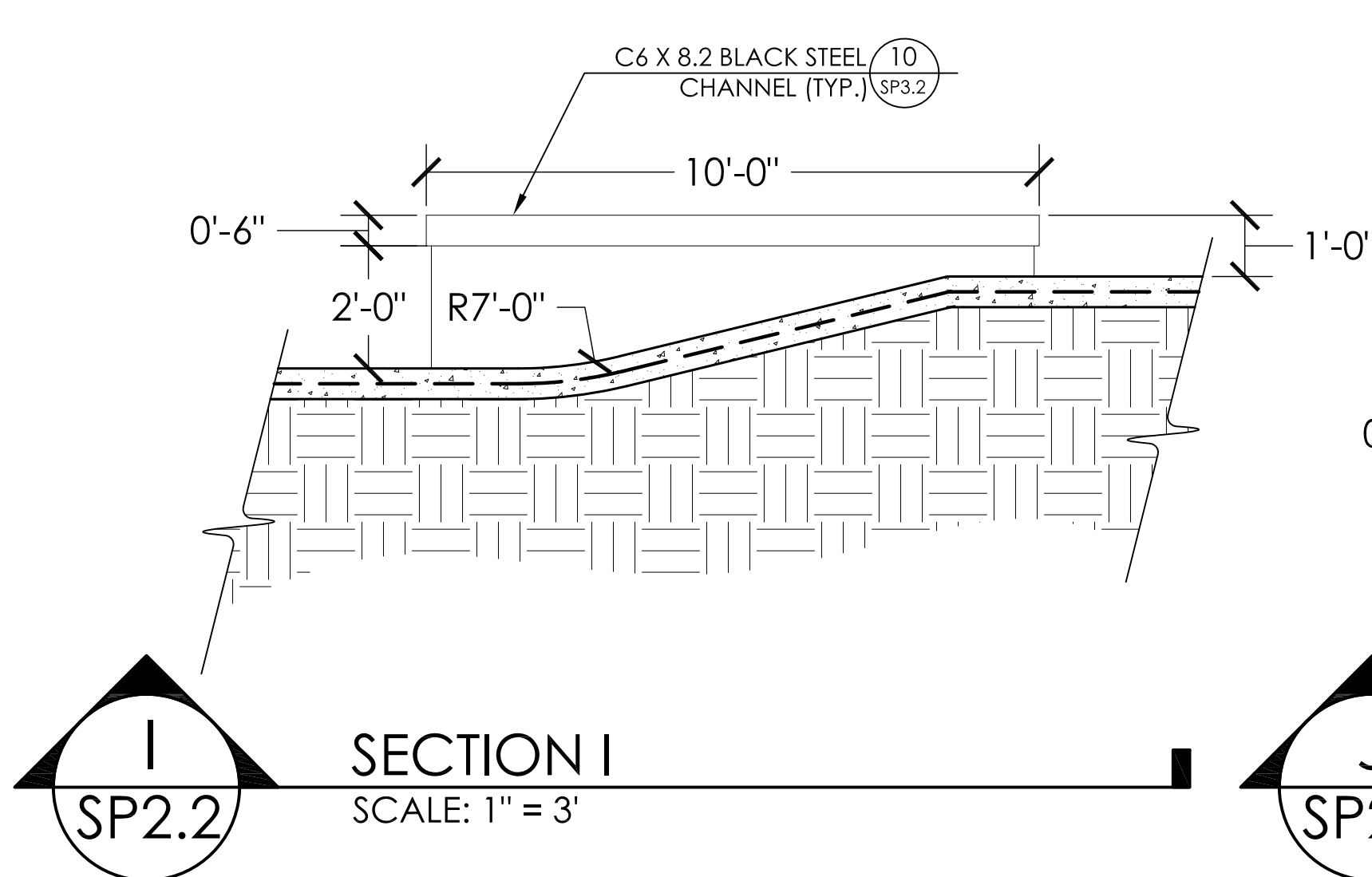
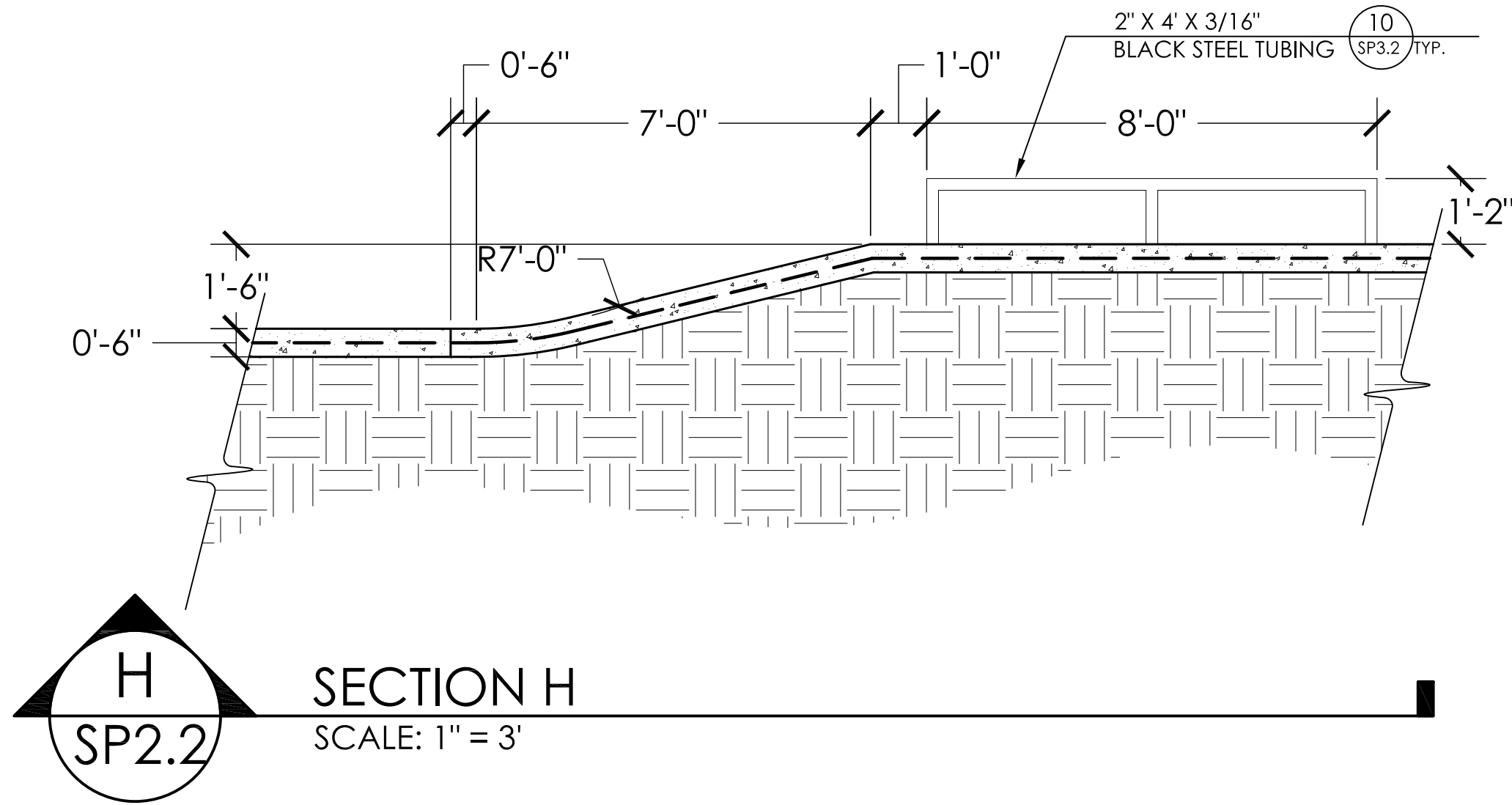
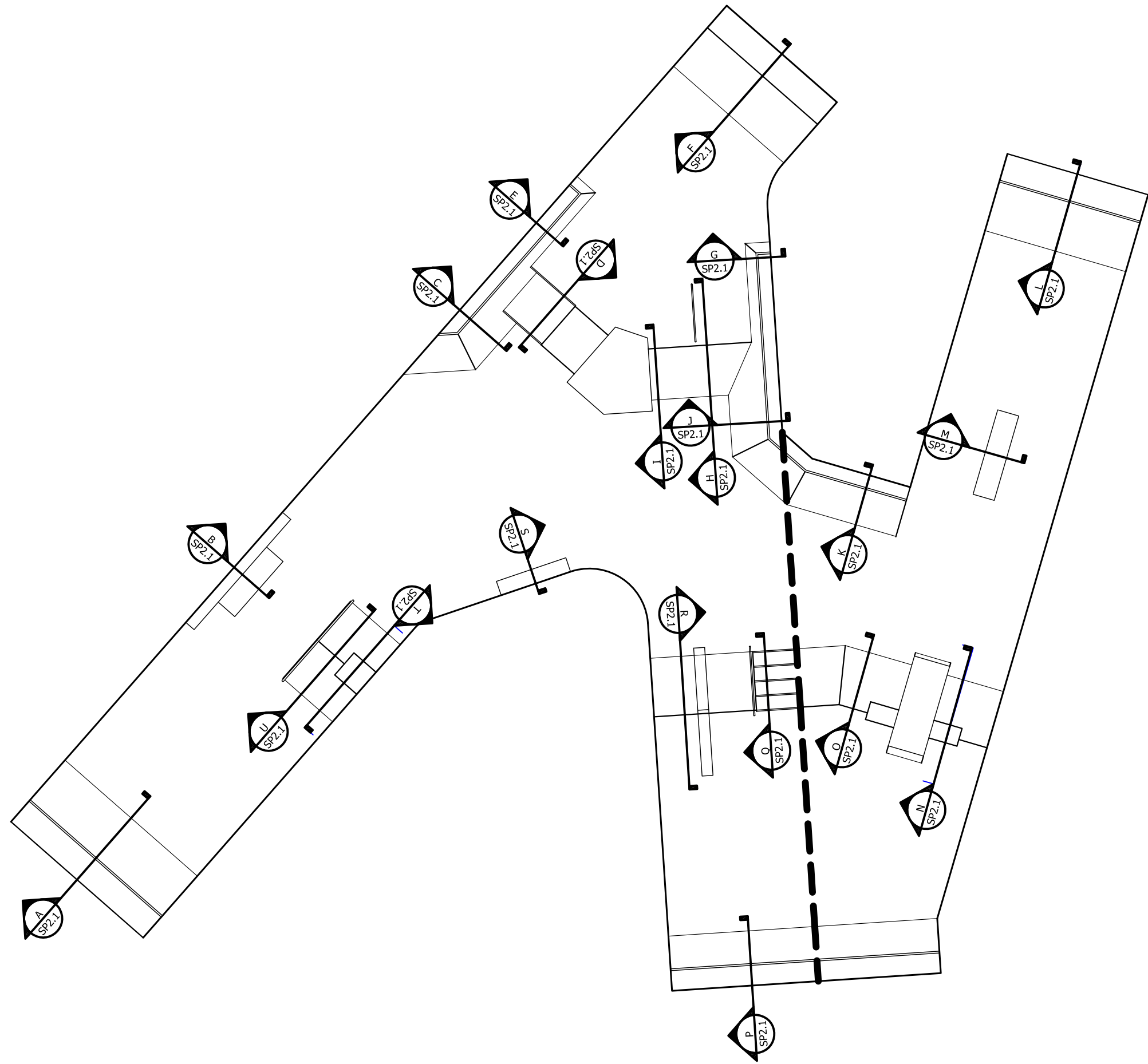
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

SHEET:
SP2.1

DATE: 5.9.17

DRAWN BY: BAJ
CHECKED BY: MBF

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SCALE: 1" = 3'

SECTIONS AND KEY

SHEET:

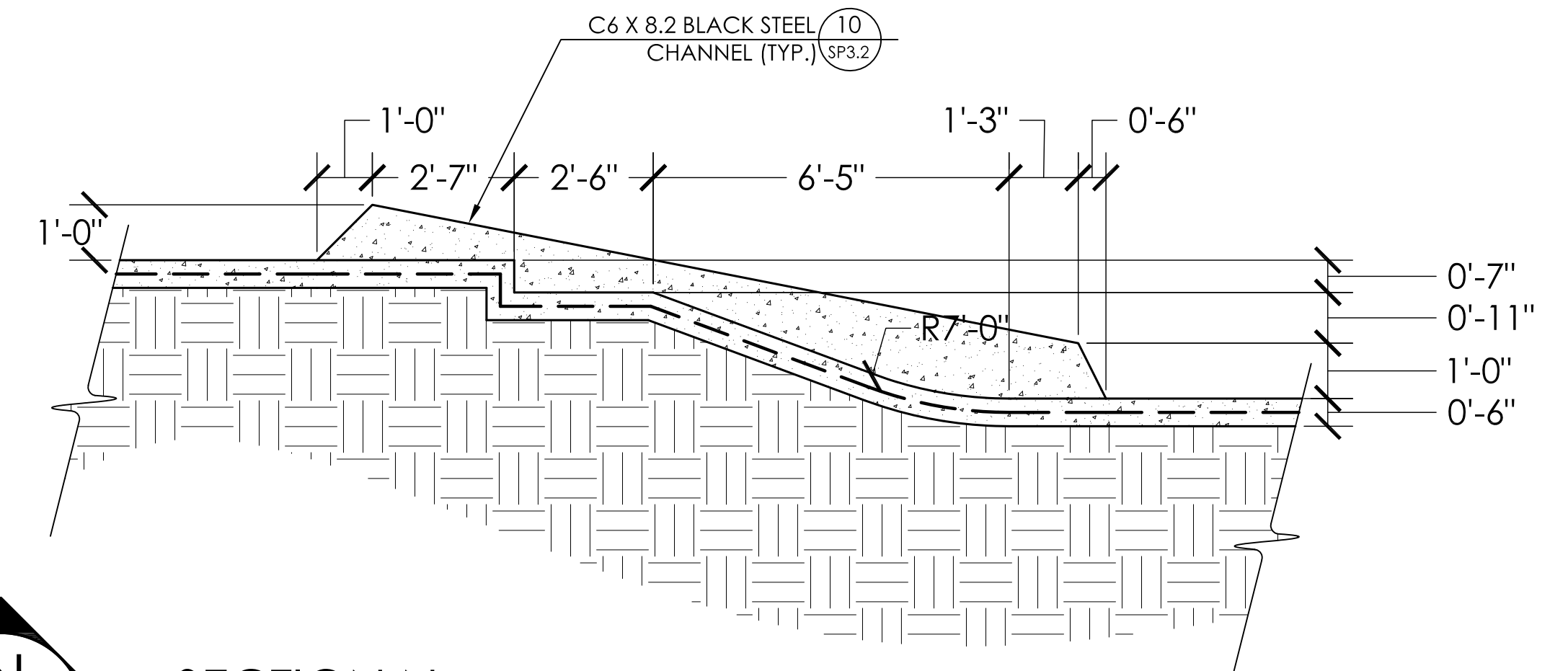
SP2.2

DATE: 5.9.17

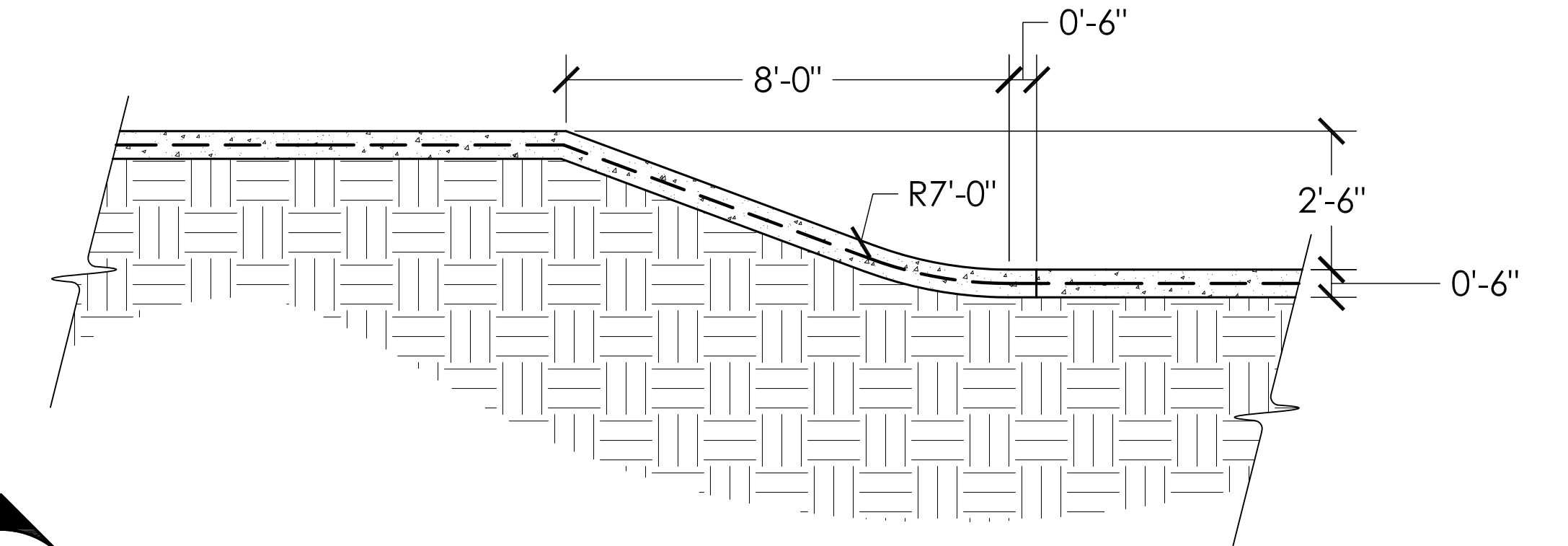
DRAWN BY: BAJ
CHECKED BY: MBF

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

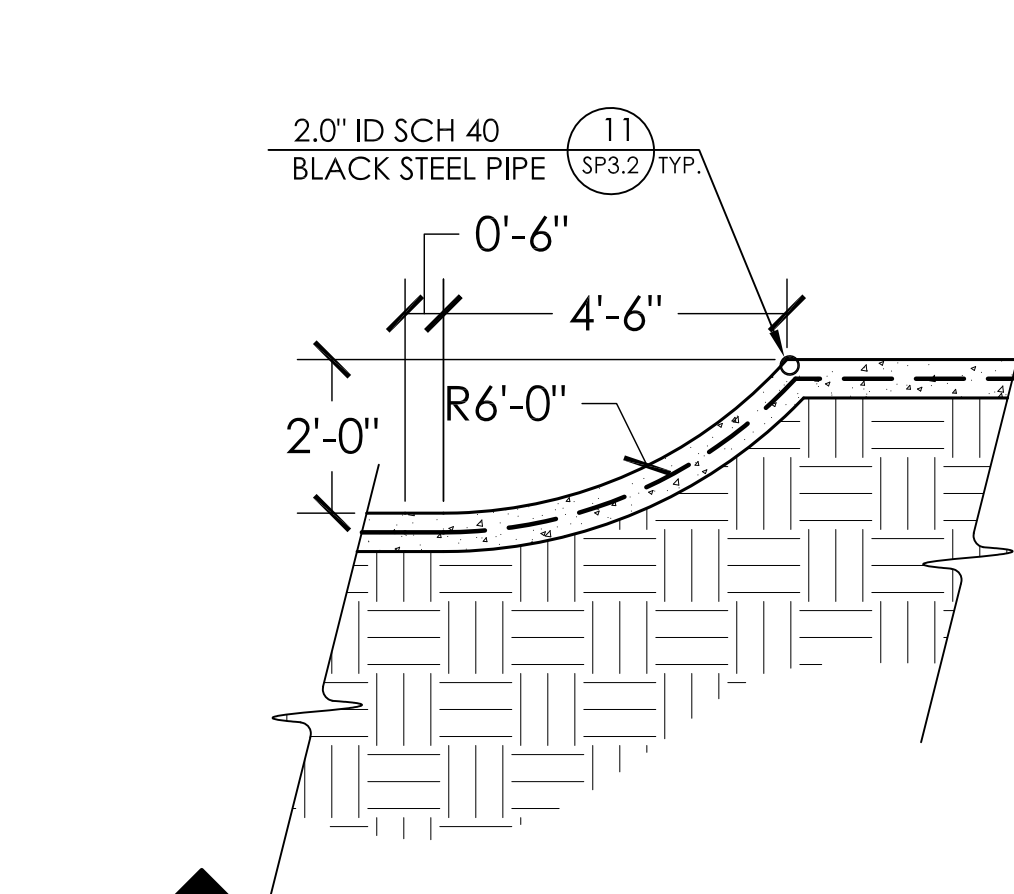
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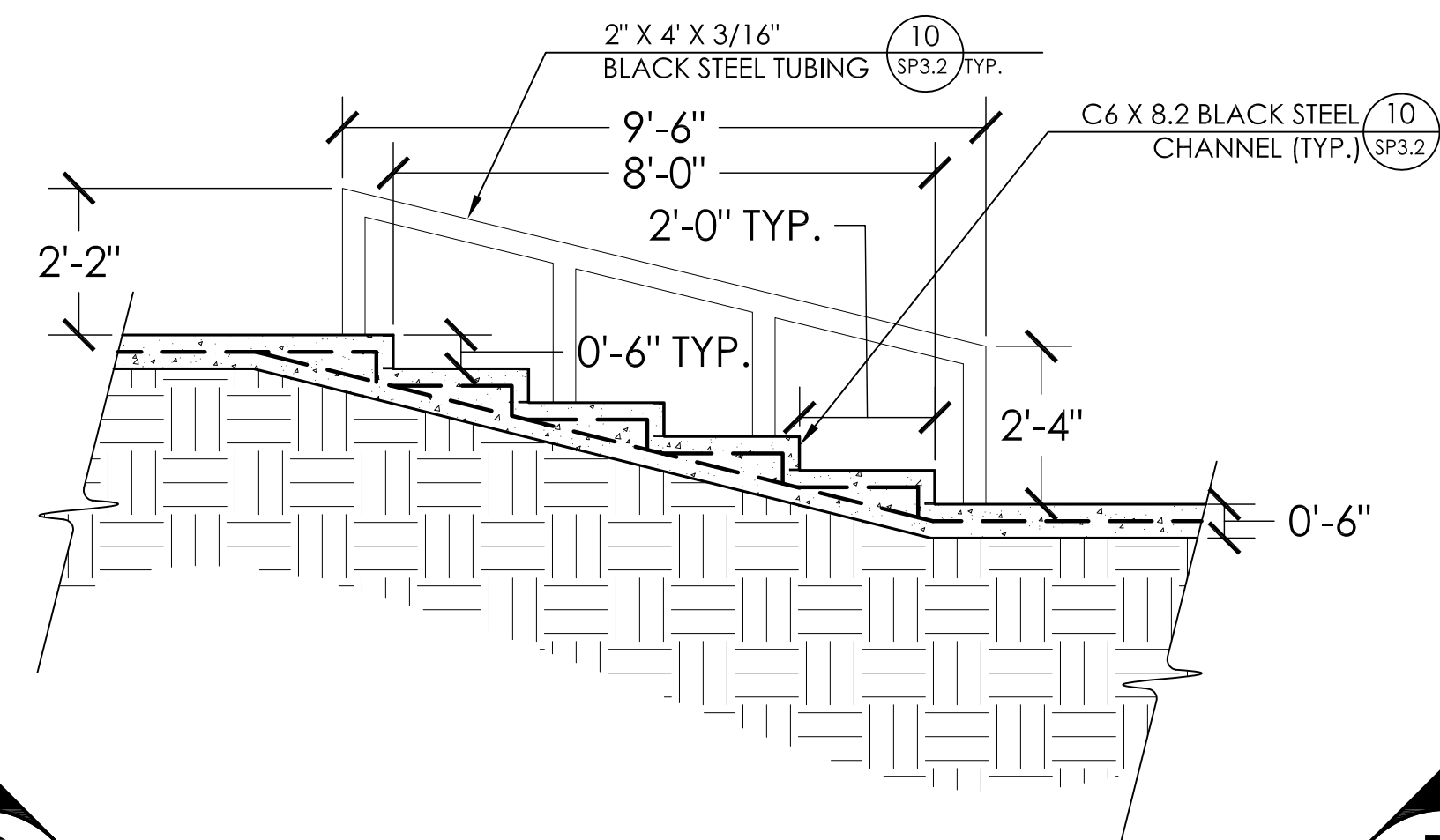

 SECTION N
 SCALE: 1" = 3'



SECTION O
SCALE: 1" = 3'

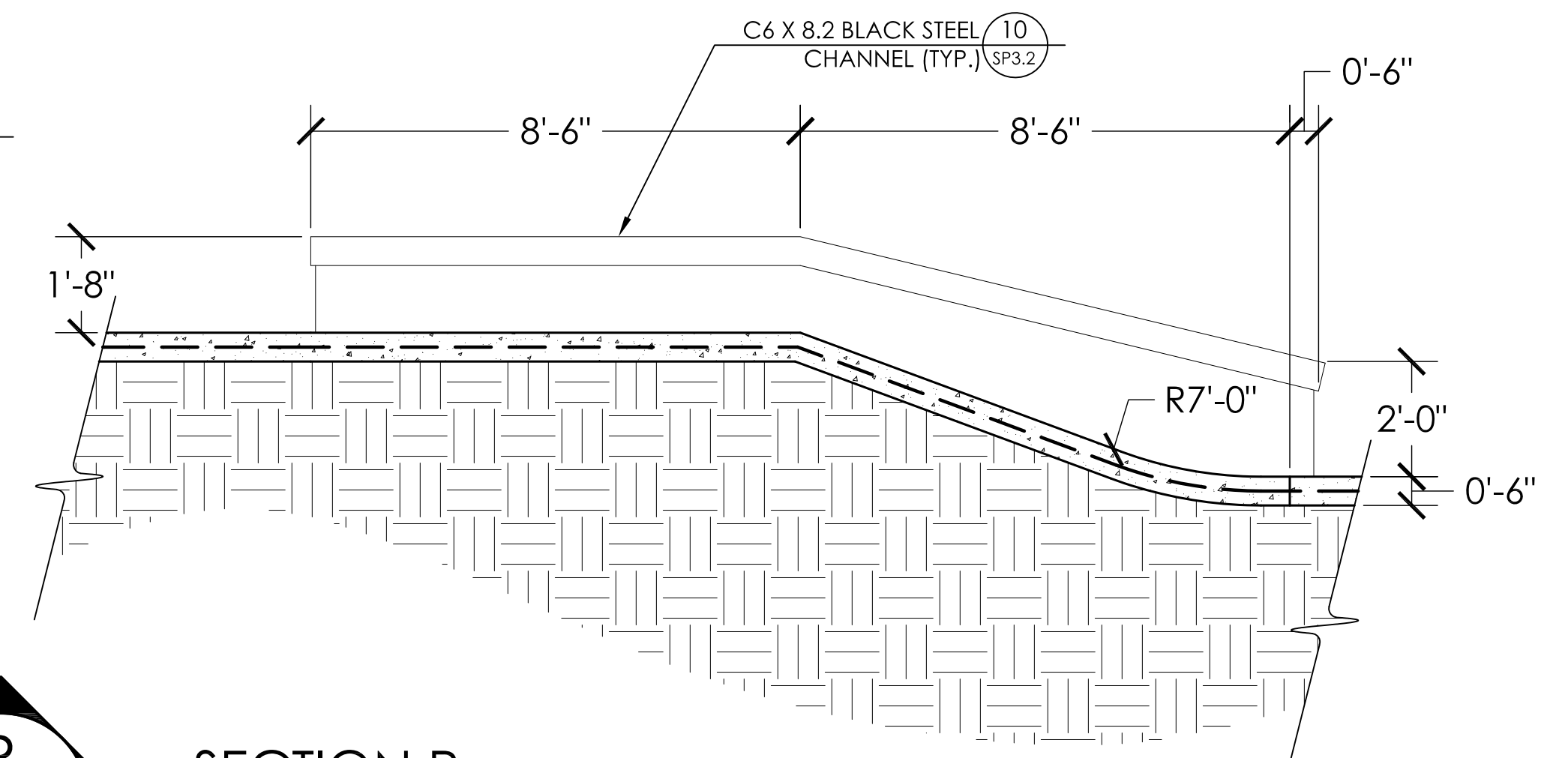


SECTION P
SCALE: 1" = 3'





SECTION Q
SCALE: 1" = 3'



SECTION R
SCALE: 1" = 3'



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SCALE. $1'' = 3'$

SECTIONS AND KEY

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

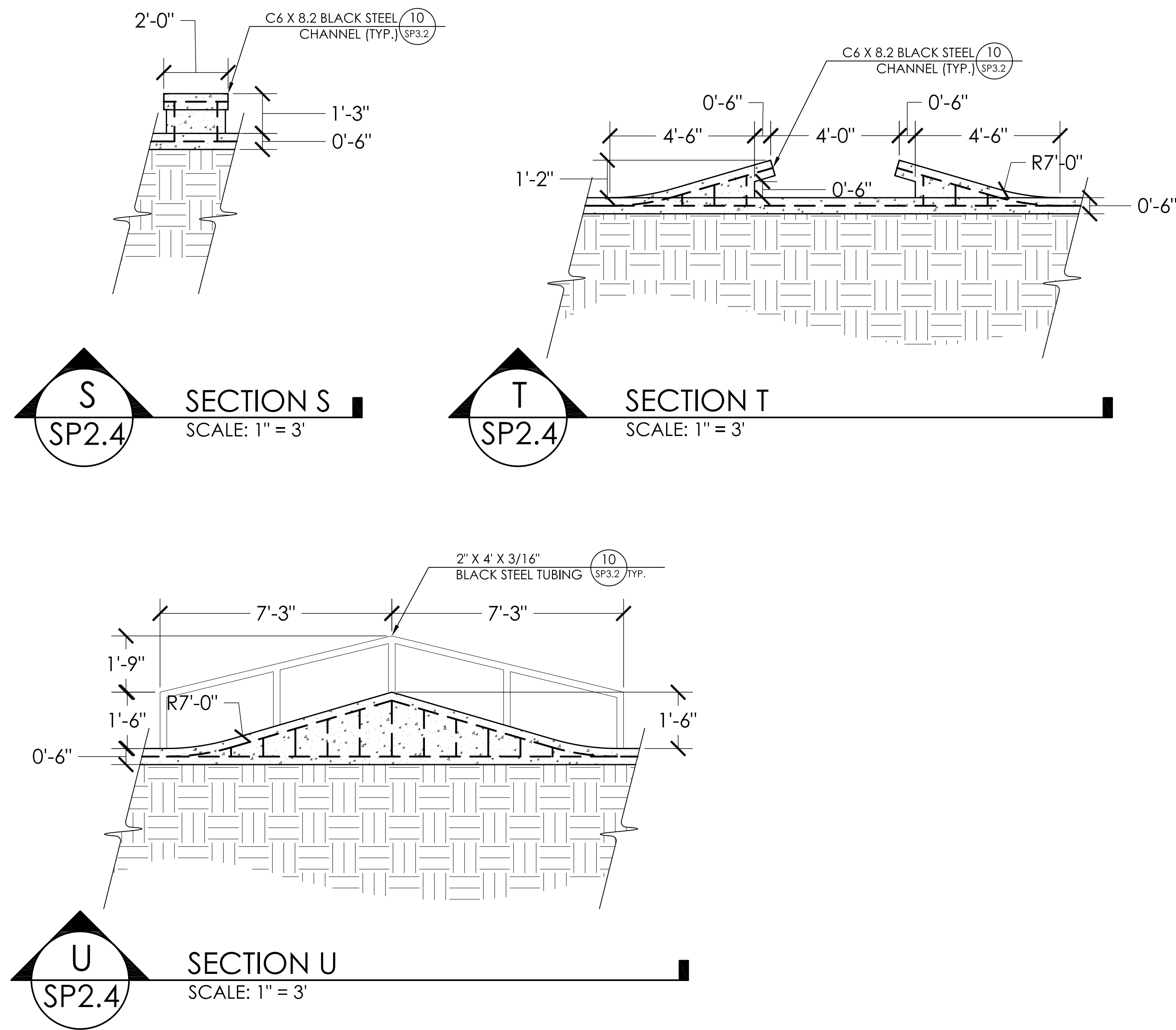
Illustrated location is not in the spirit of *Compendium*. Sportsworks has a new use of the word "location" that is not in the spirit of *Compendium*.

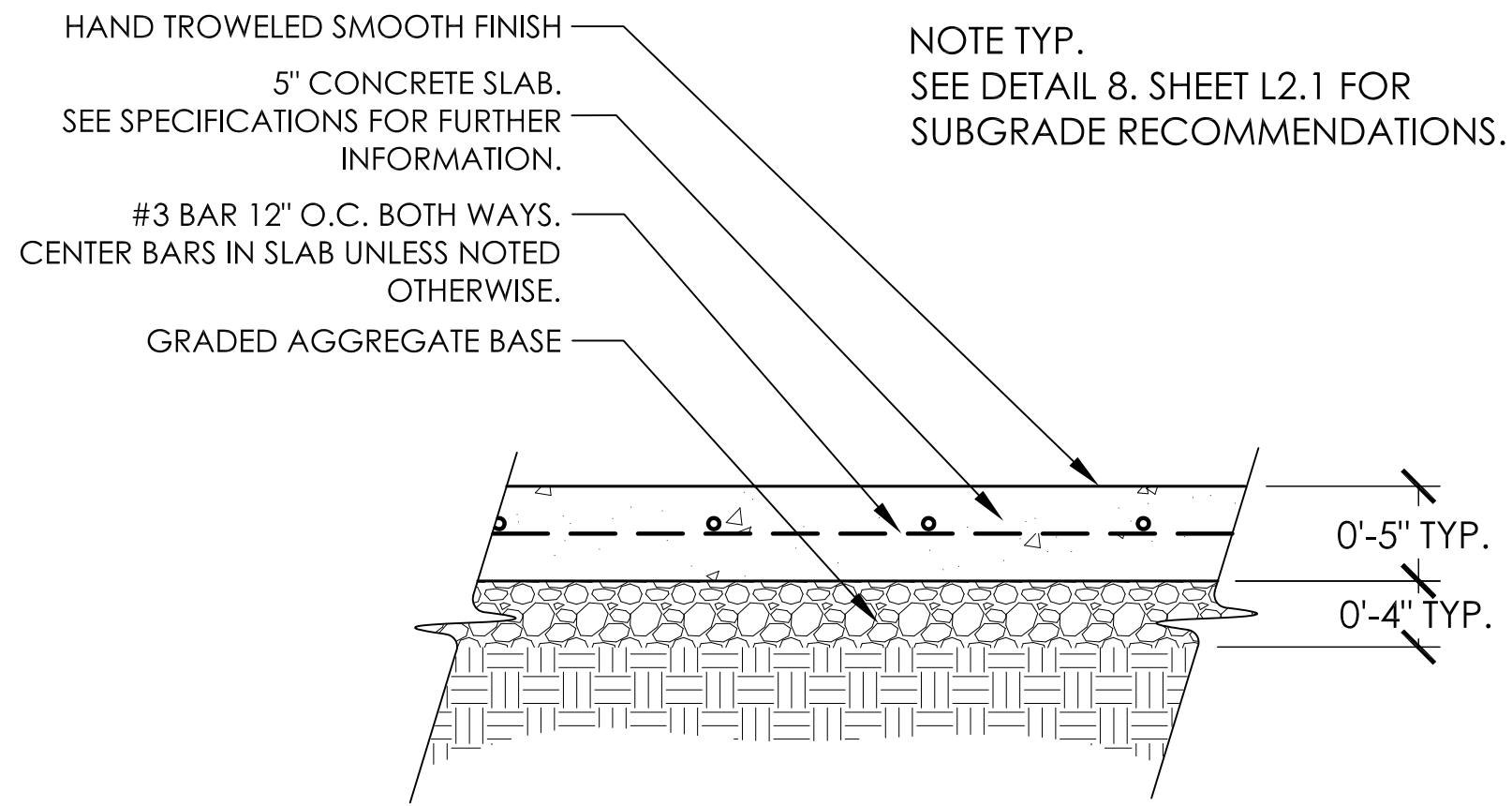
HEET:
SP2.3

DATE: 5.9.17

OWN BY: BAJ
WORKED BY: MBF

no design or arrangement of professional services and is the property or continuing enterprise of; any use of those plans shall be restricted to the project for which they were prepared;

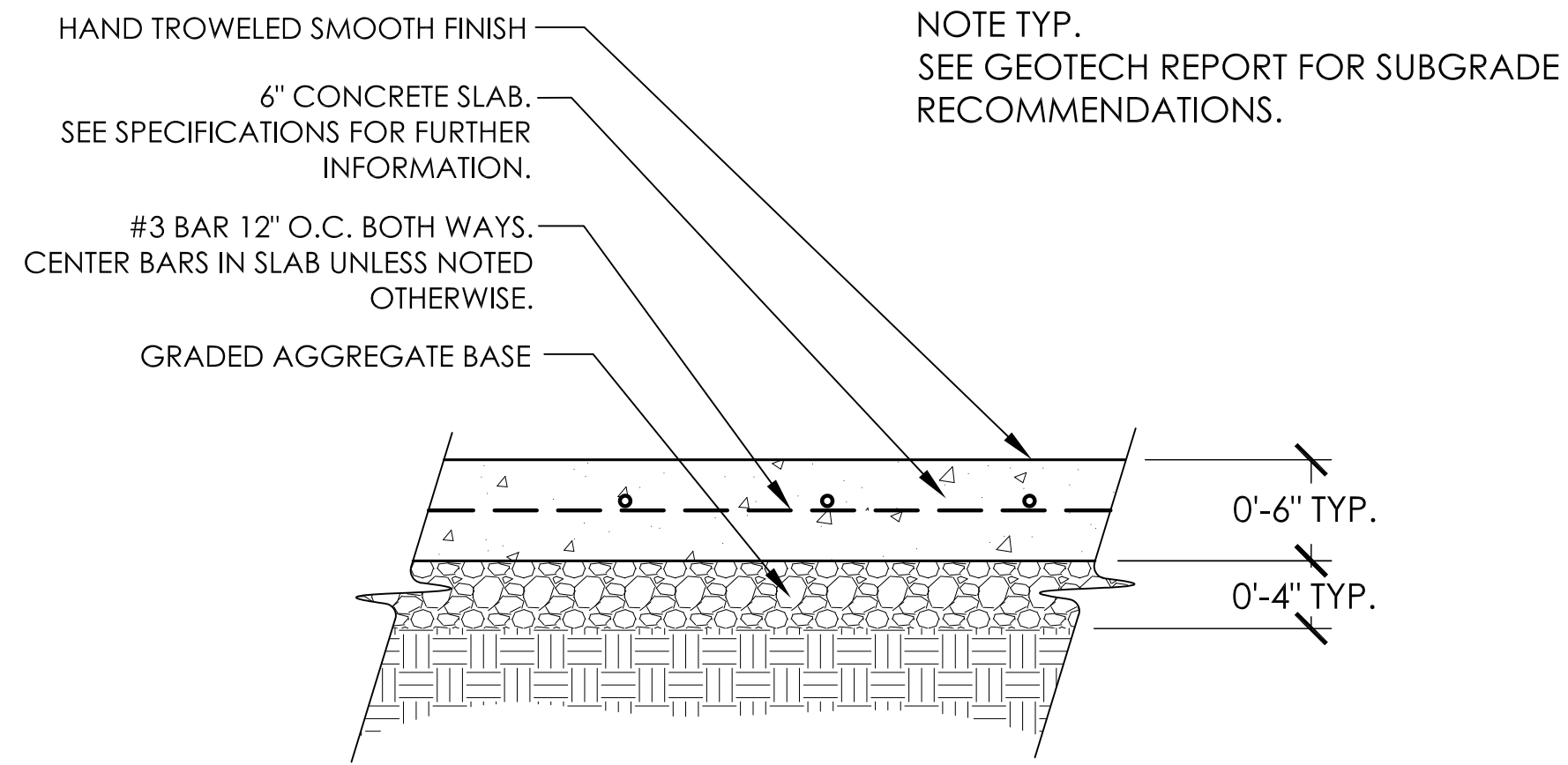




1
SP3.1

CONCRETE SURFACING

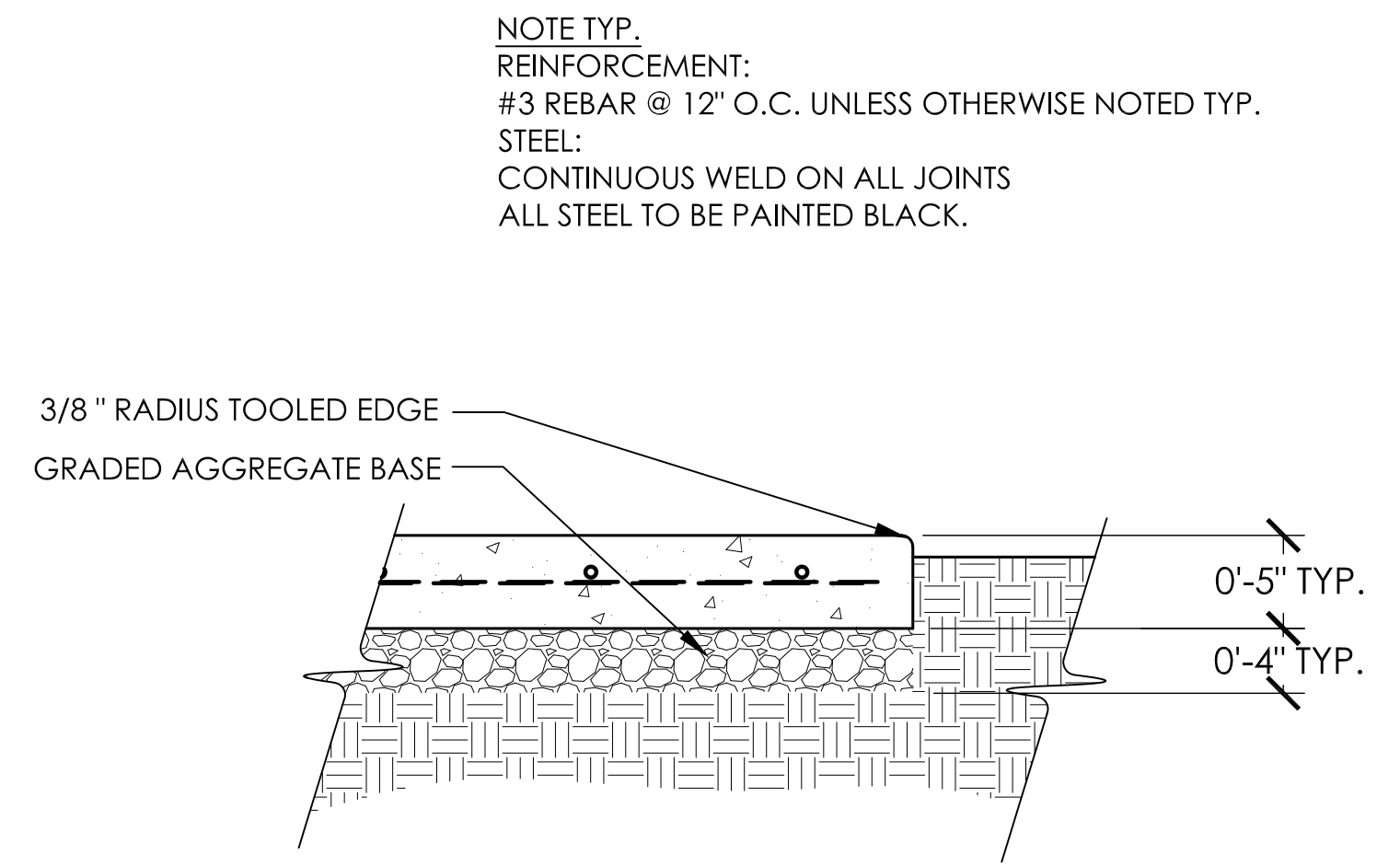
NTS



2
SP3.1

SHOTCRETE SURFACING

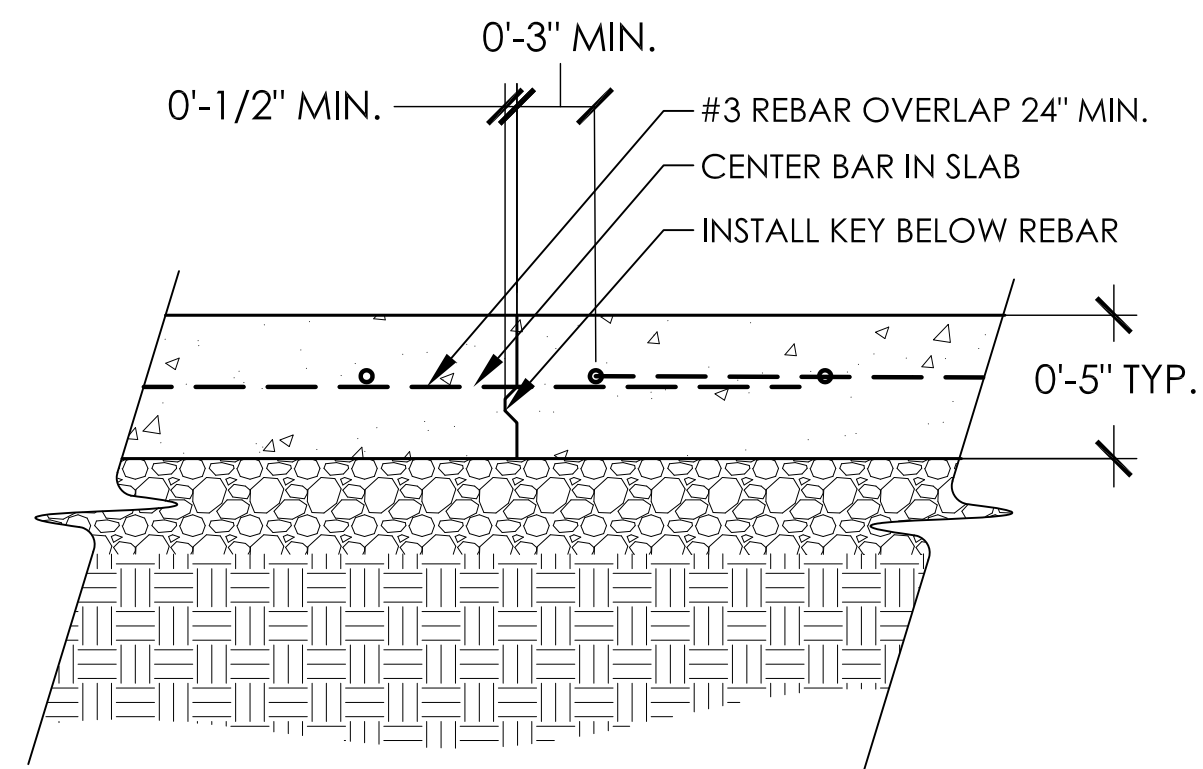
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3
SP3.1

CONCRETE EDGE

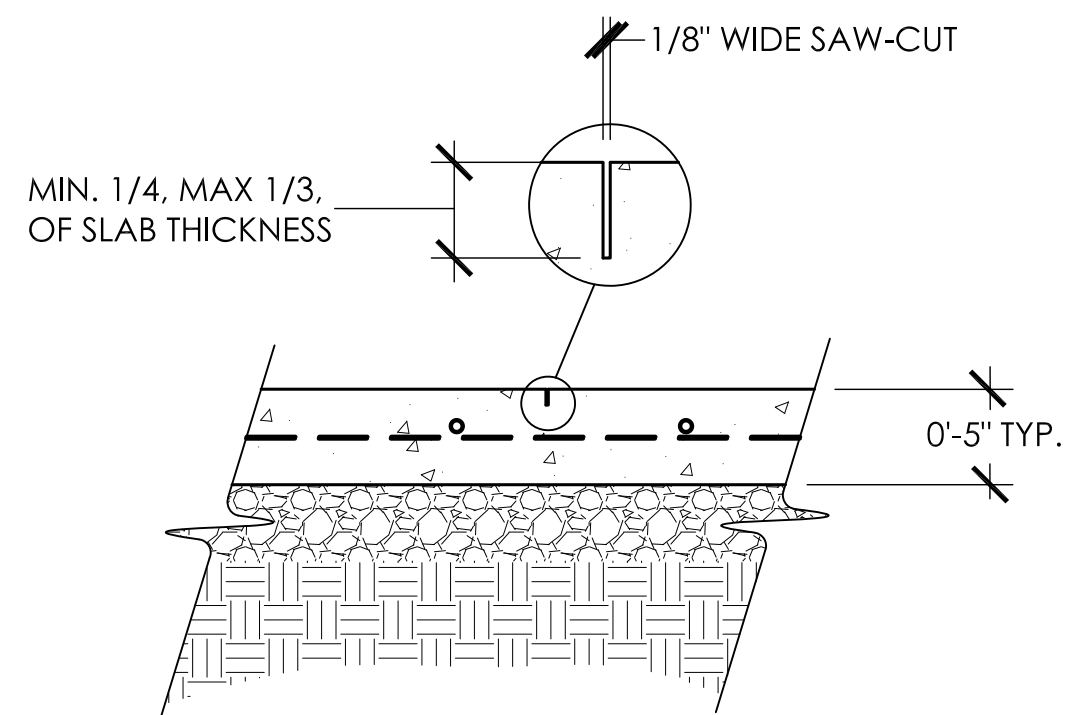
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4
SP3.1

KEY JOINT

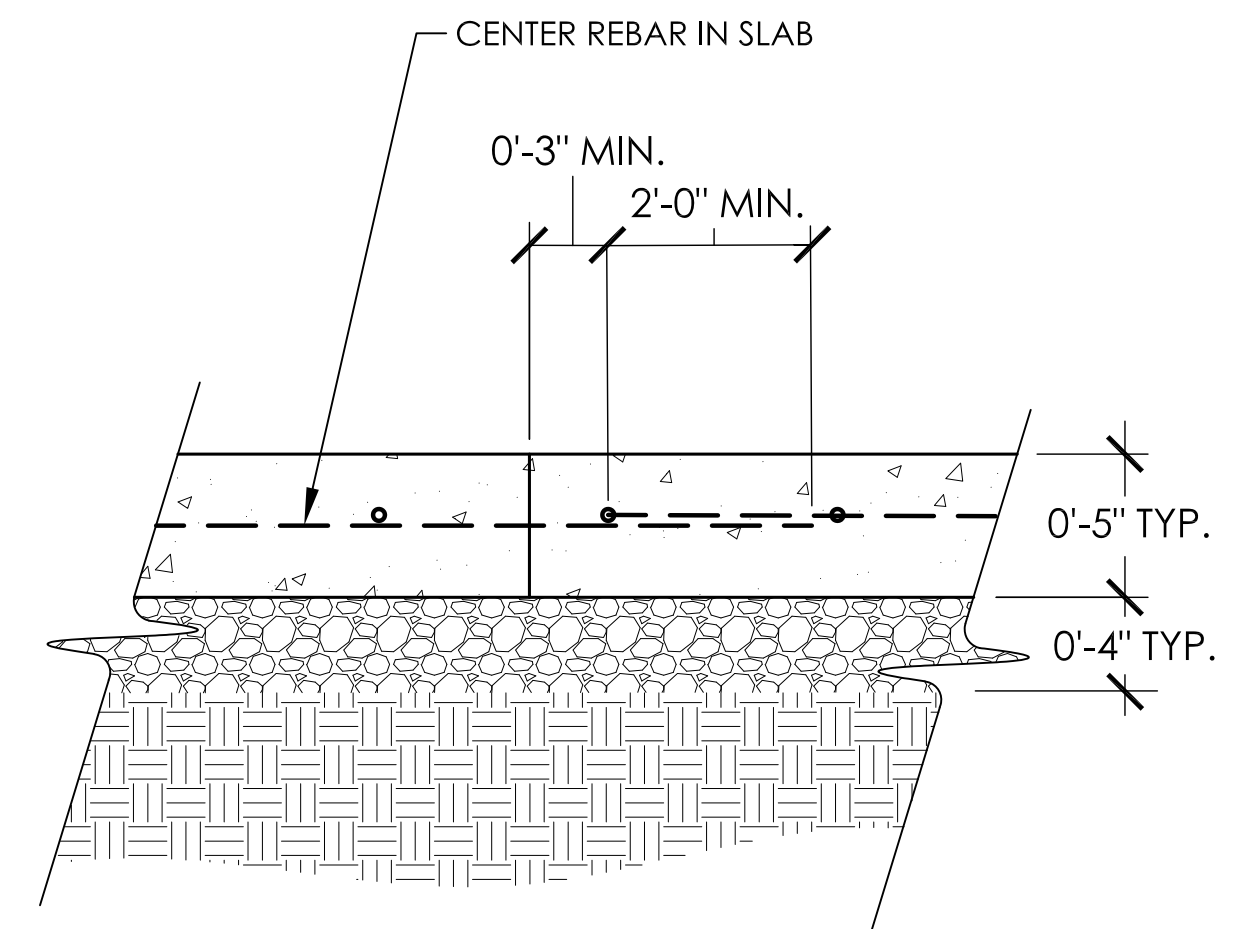
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5
SP3.1

SAW-CUT JOINT

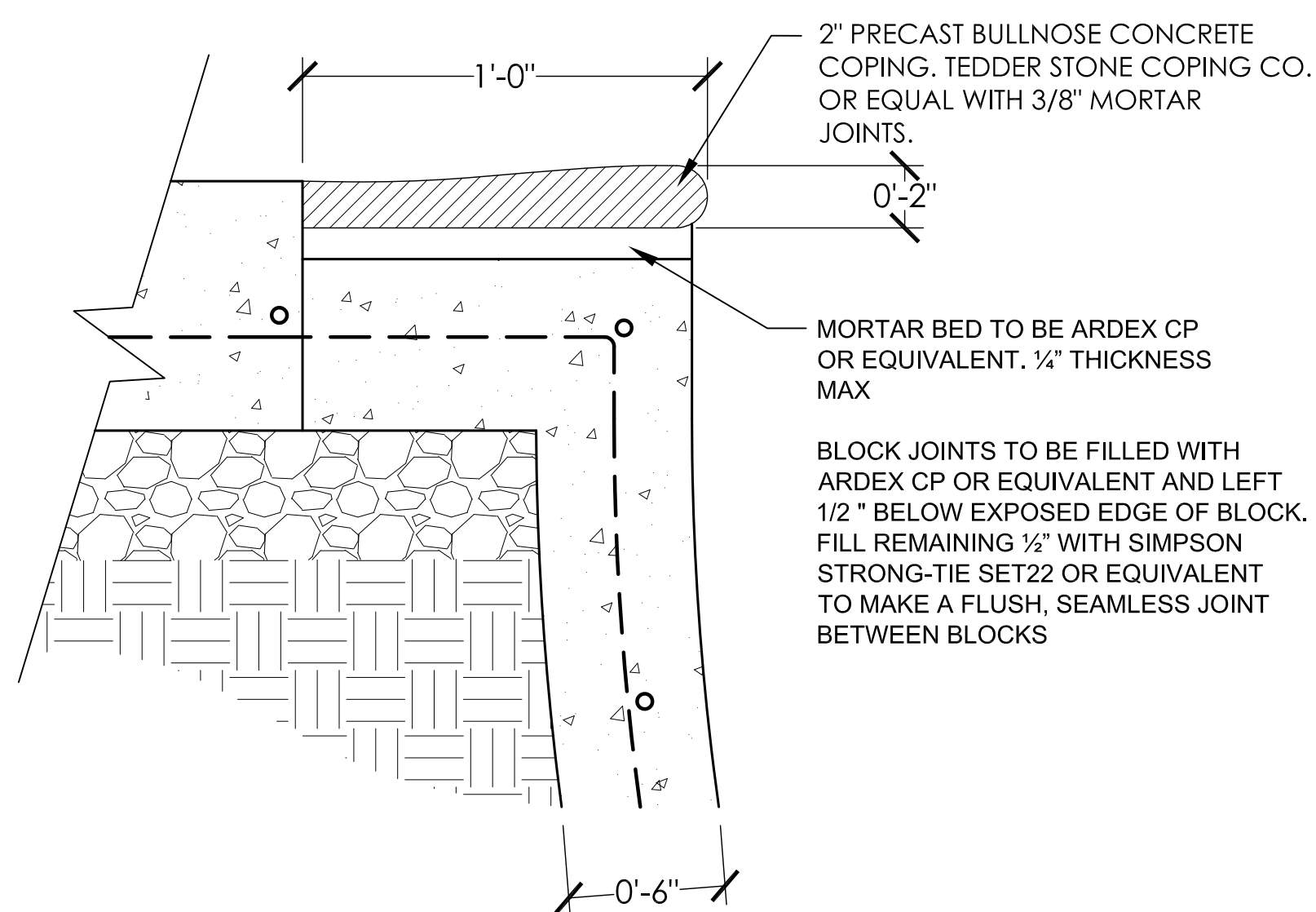
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6
SP3.1

COLD JOINT

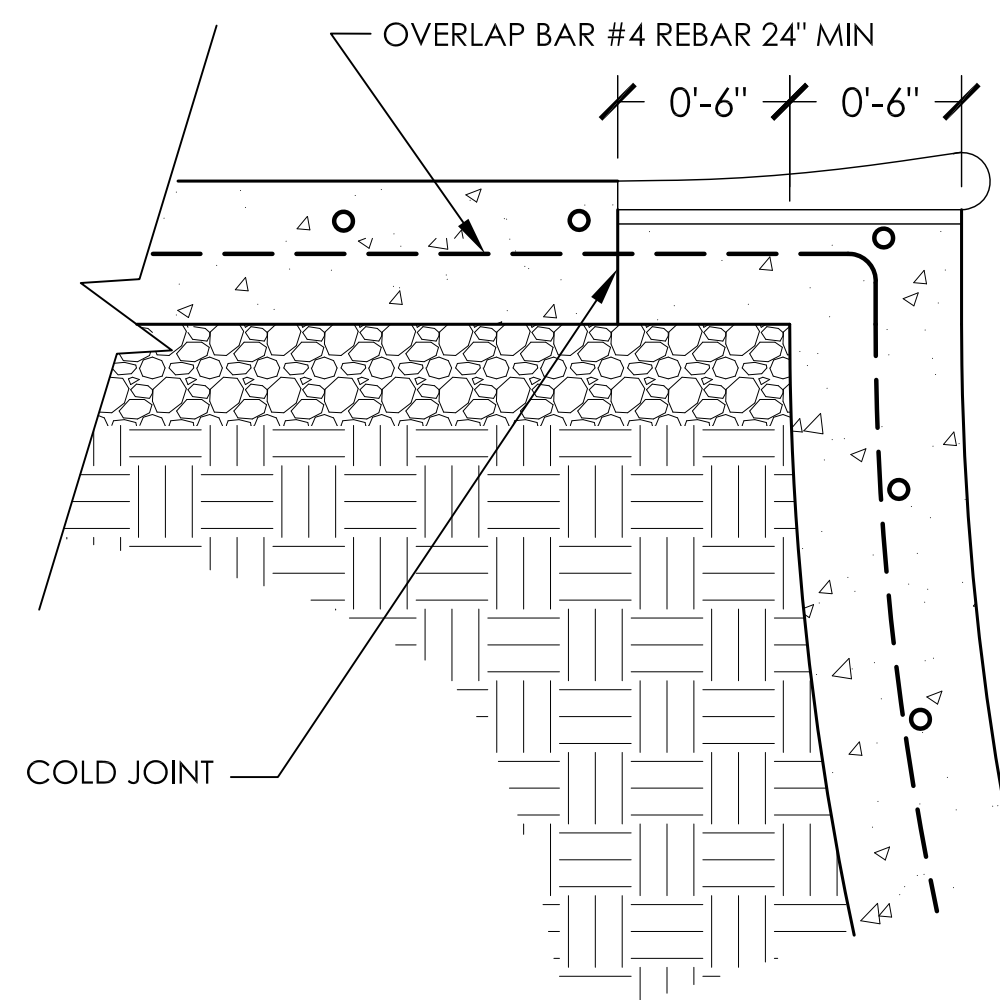
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7
SP3.1

POOL COPING

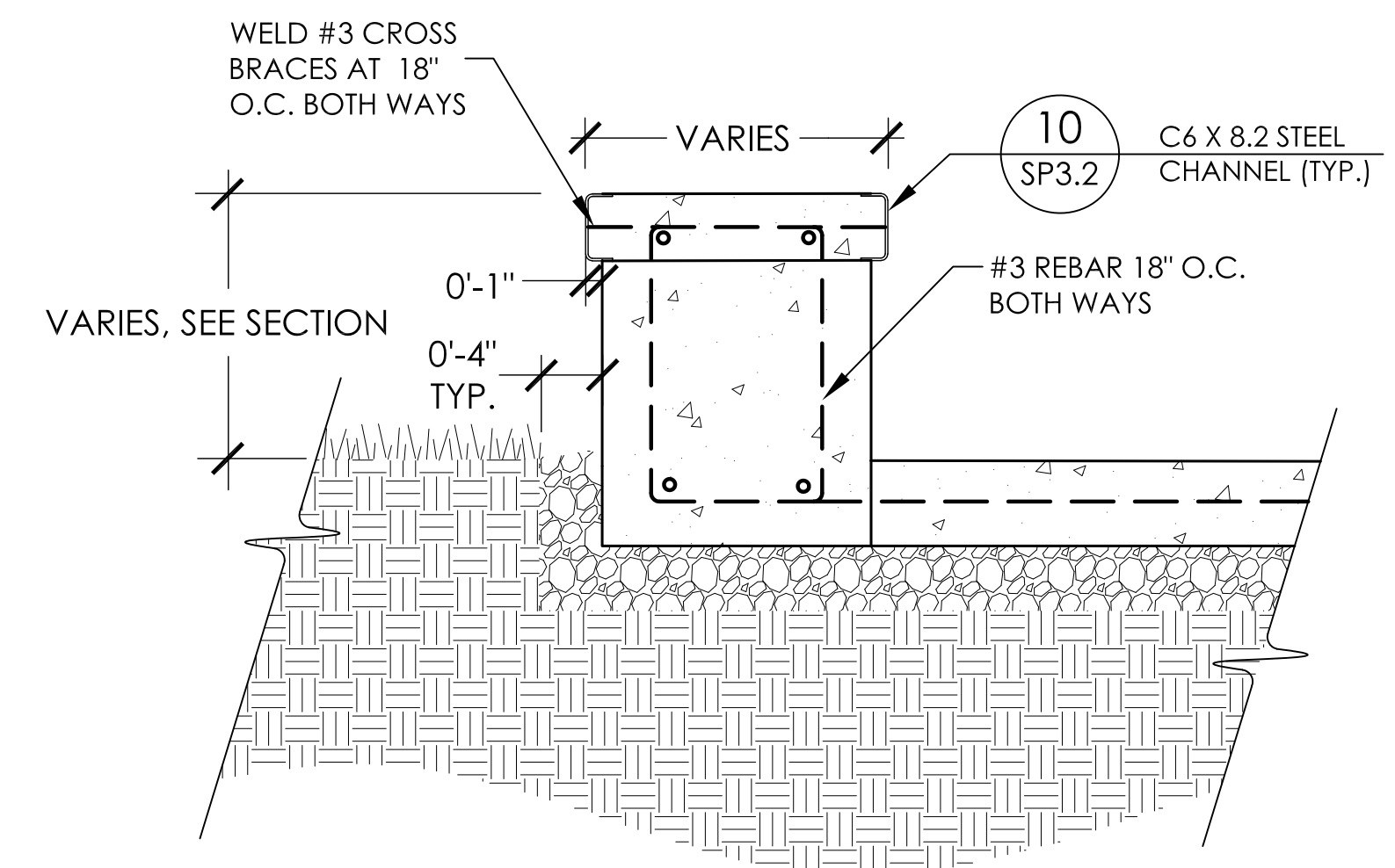
NTS



8
SP3.1

BOND BEAM - POOL COPING

NTS



9
SP3.1

REINFORCED CONCRETE LEDGE - CANTILEVER EDGE

NTS



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SCALE: N.T.S.

DETAILS

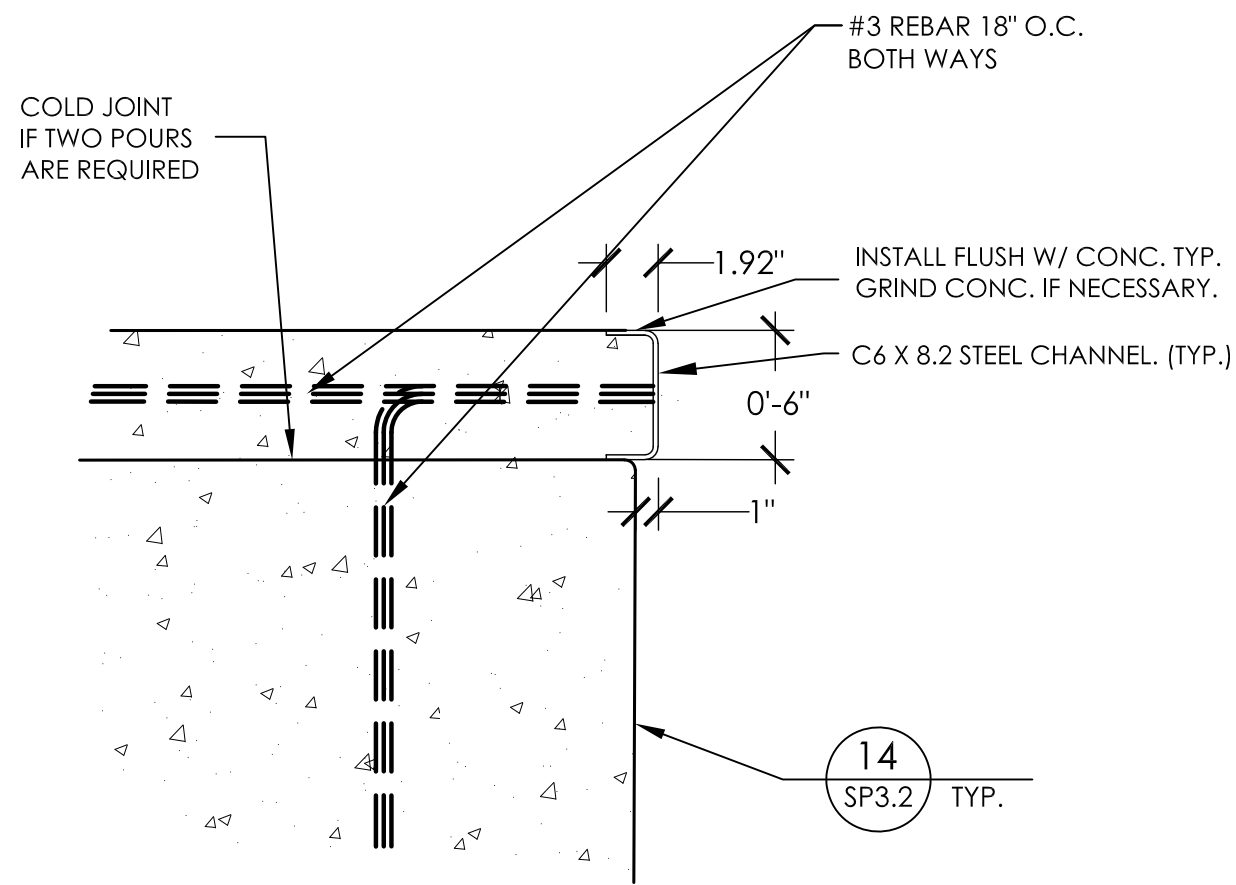
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

SHEET:
SP3.1

DATE: 5.9.17

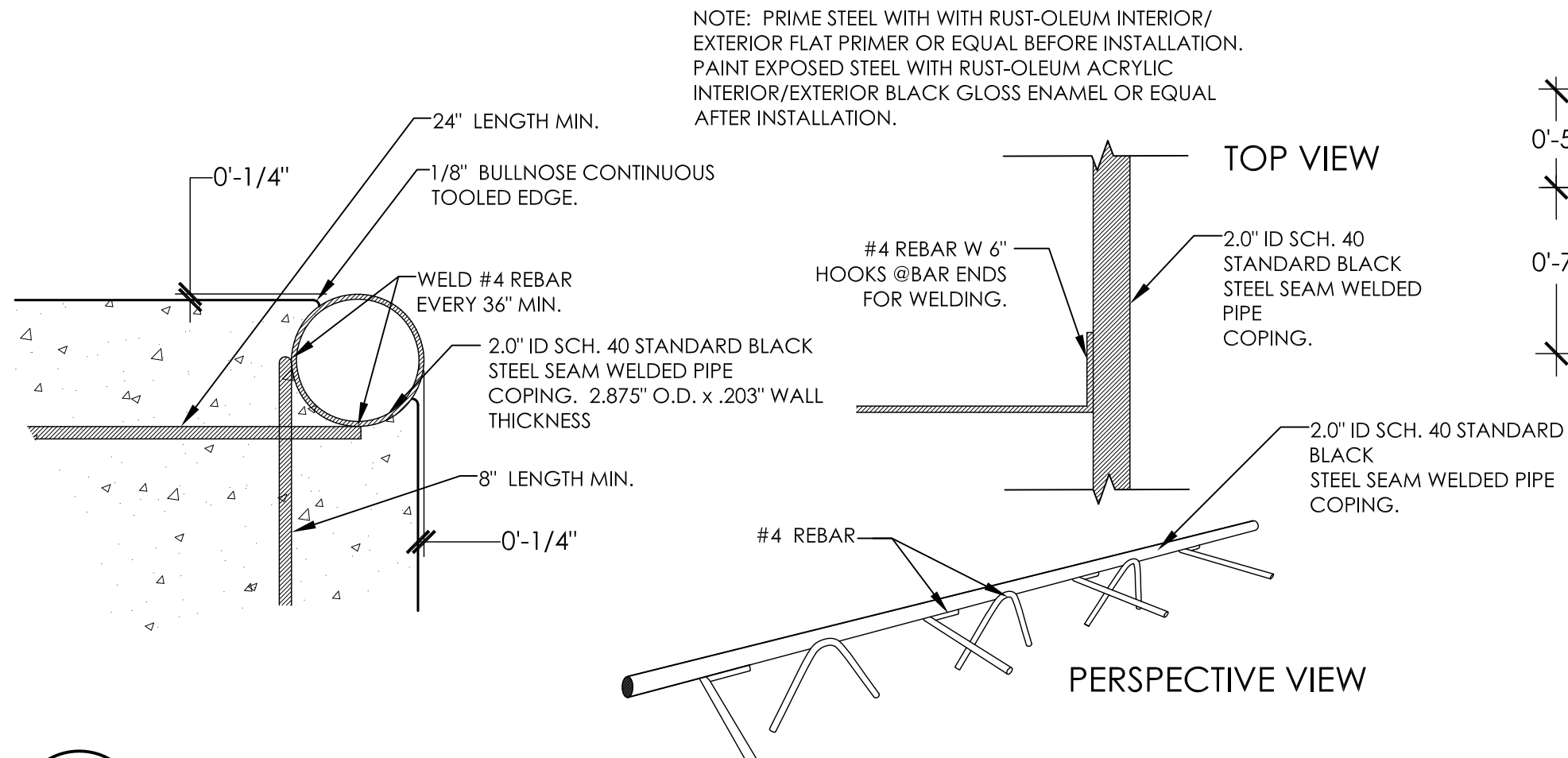
DRAWN BY: BAJ
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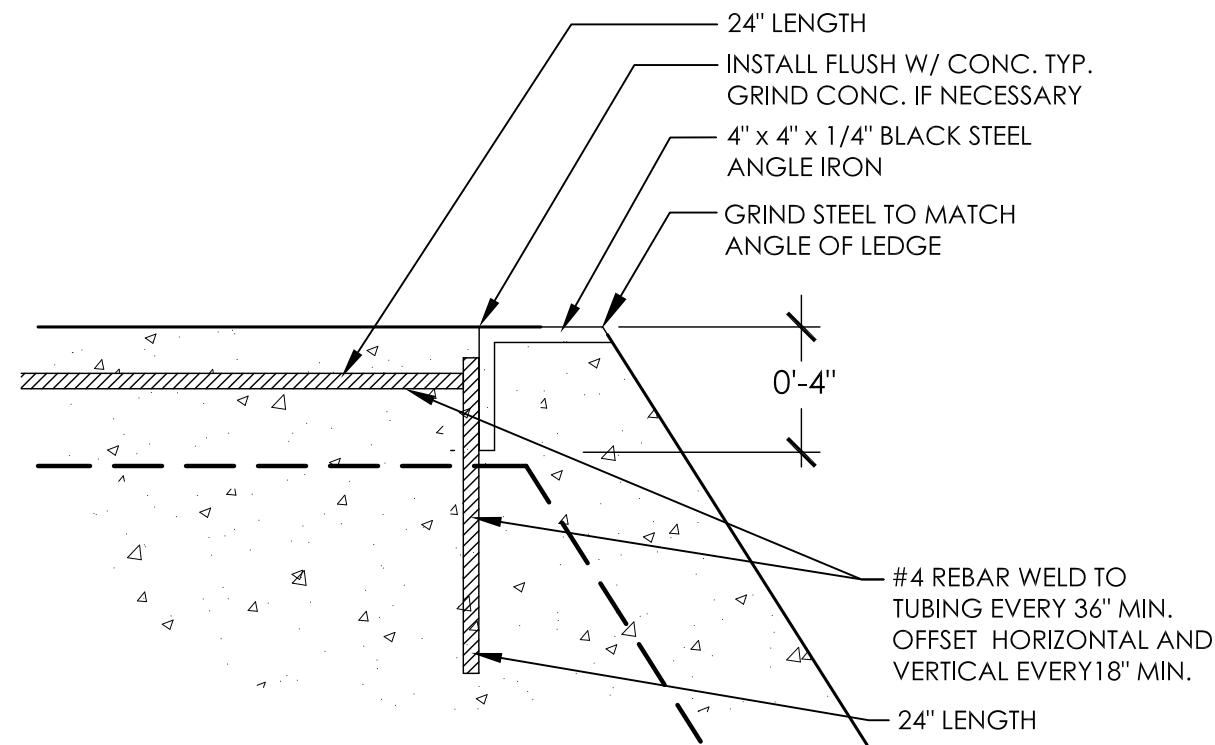
NOTE: PRIME STEEL WITH WITH RUST-OLEUM INTERIOR/EXTERIOR FLAT PRIMER OR EQUAL BEFORE INSTALLATION. PAINT EXPOSED STEEL WITH RUST-OLEUM ACRYLIC INTERIOR/EXTERIOR BLACK GLOSS ENAMEL OR EQUAL AFTER INSTALLATION.

10
SP3.2
STEEL GRIND EDGE - CANTILEVER STEEL CHANNEL
NTS

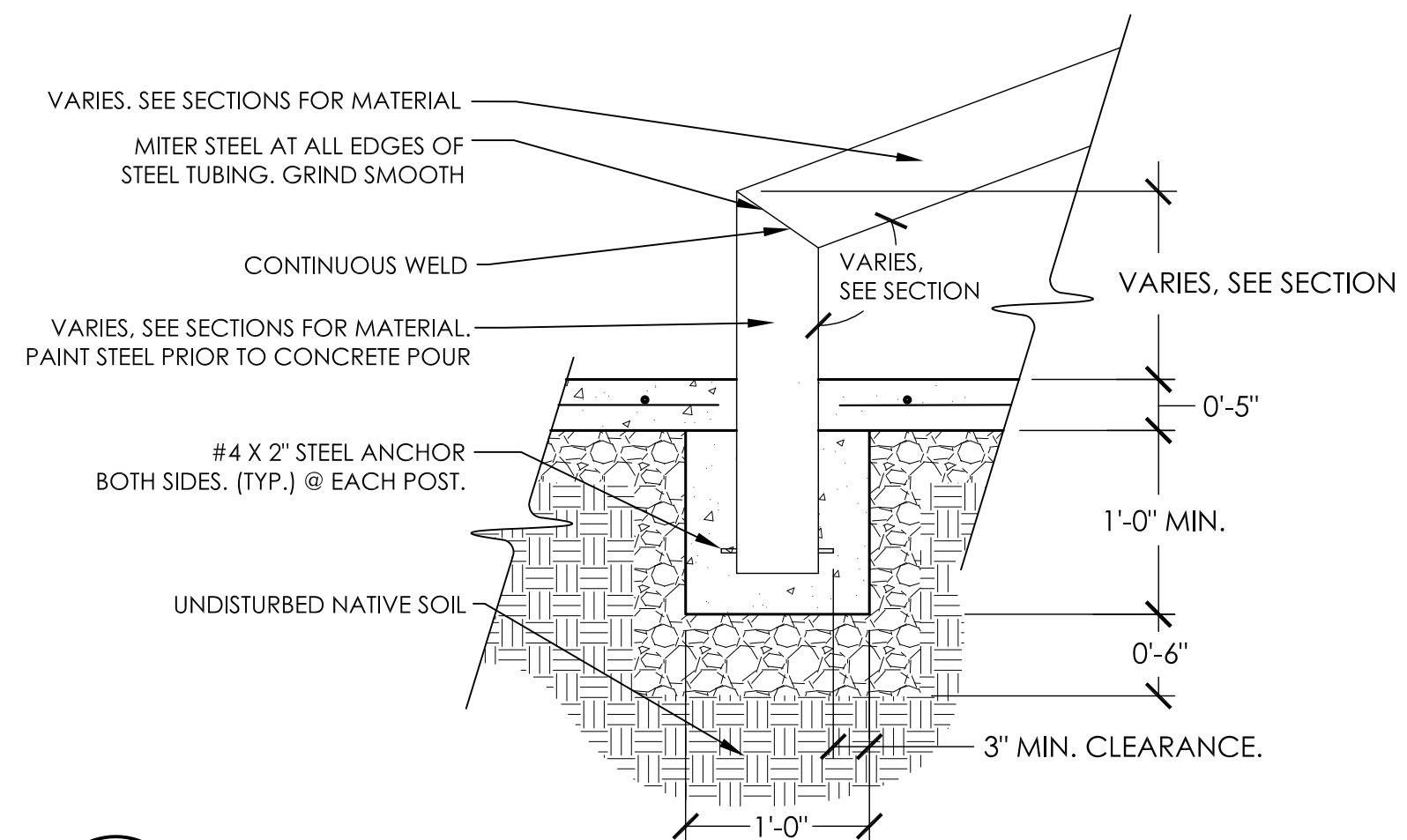
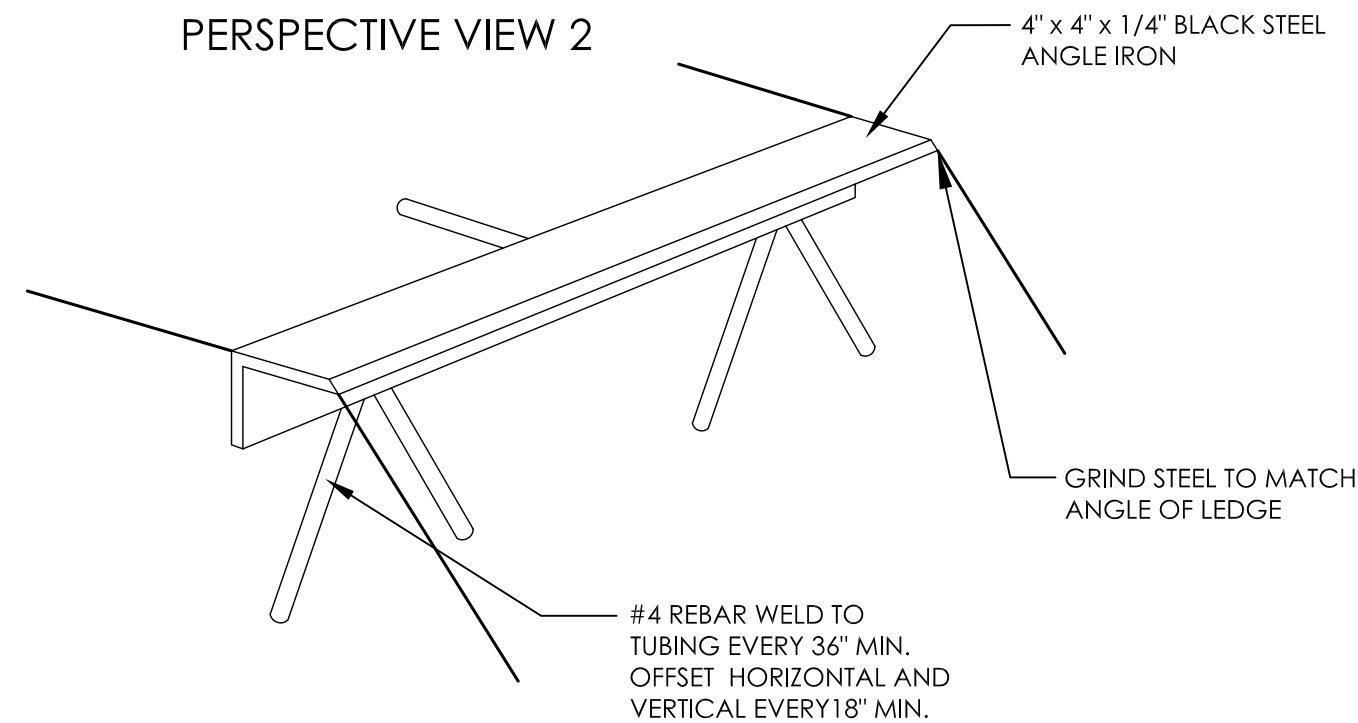
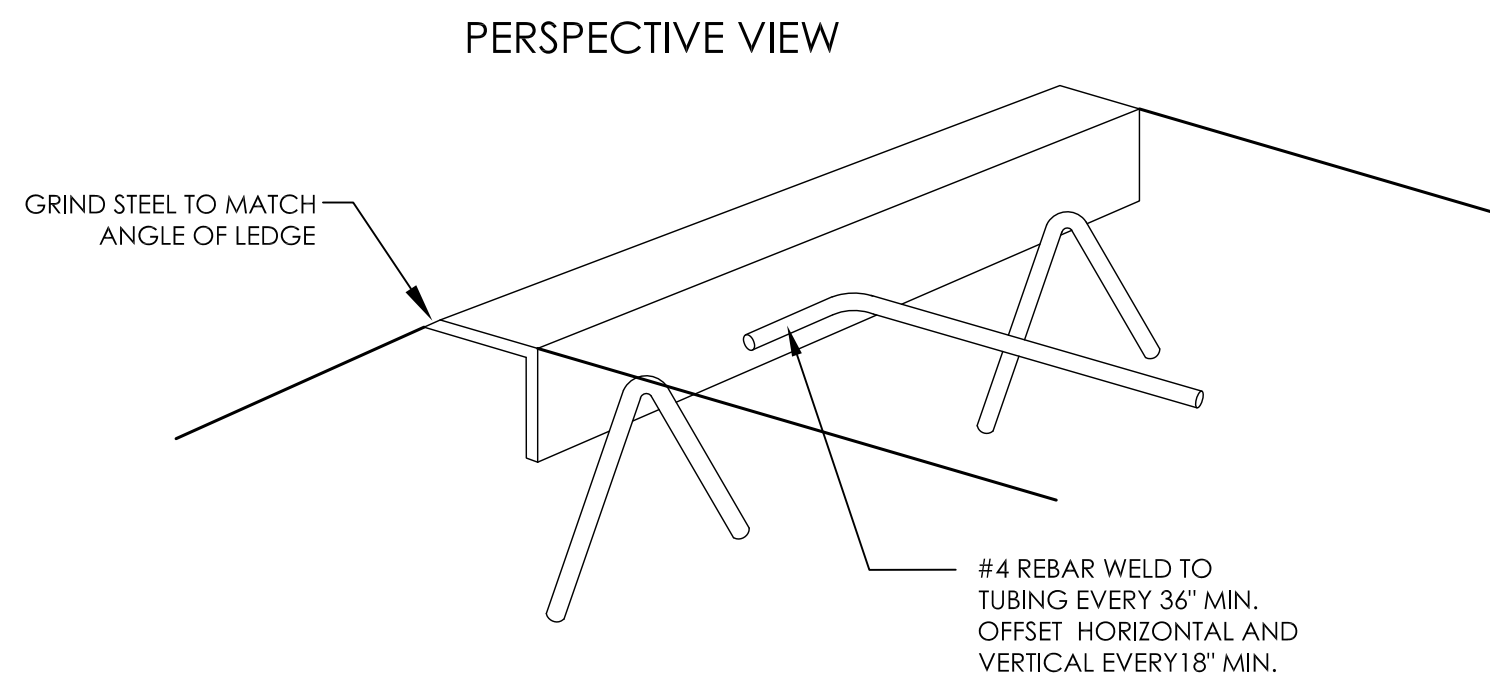


NOTE: PRIME STEEL WITH WITH RUST-OLEUM INTERIOR/ EXTERIOR FLAT PRIMER OR EQUAL BEFORE INSTALLATION. PAINT EXPOSED STEEL WITH RUST-OLEUM ACRYLIC INTERIOR/EXTERIOR BLACK GLOSS ENAMEL OR EQUAL AFTER INSTALLATION.

11
SP3.2
STEEL COPING AND BOND BEAM
NTS



12
SP3.2
ANGLE IRON - BANKED GRIND EDGE
NTS



13
SP3.2
HANDRAIL FOOTING - END PIECE
NTS



Grindline
CONCRETE SKATEPARK DESIGN & CONSTRUCTION

4619 14th Ave SW
Seattle WA 98106
P: 206.932.6414 F: 206.932.6840
www.grindline.com

SCALE: N.T.S.

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

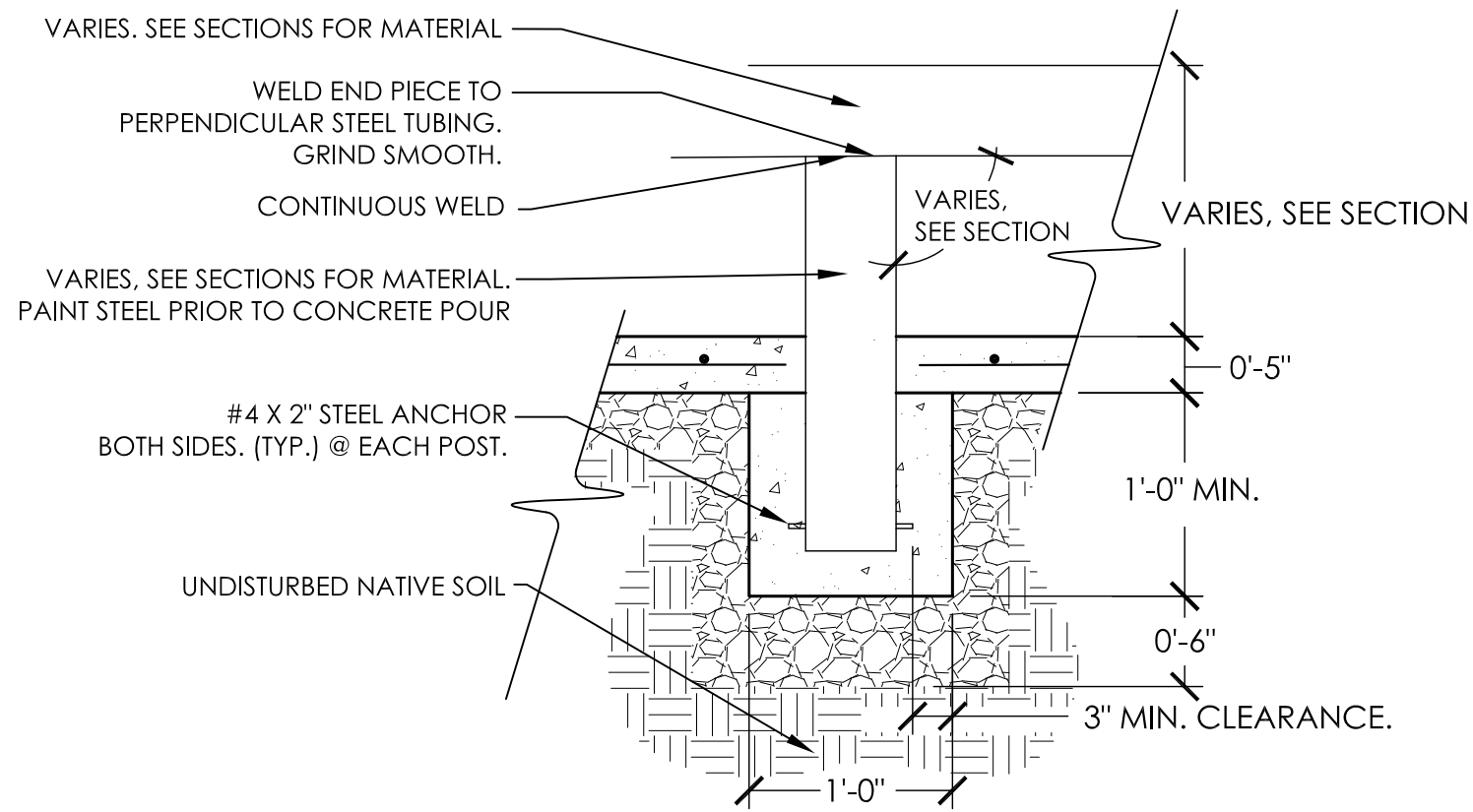
DETAILS

SHEET:
SP3.2

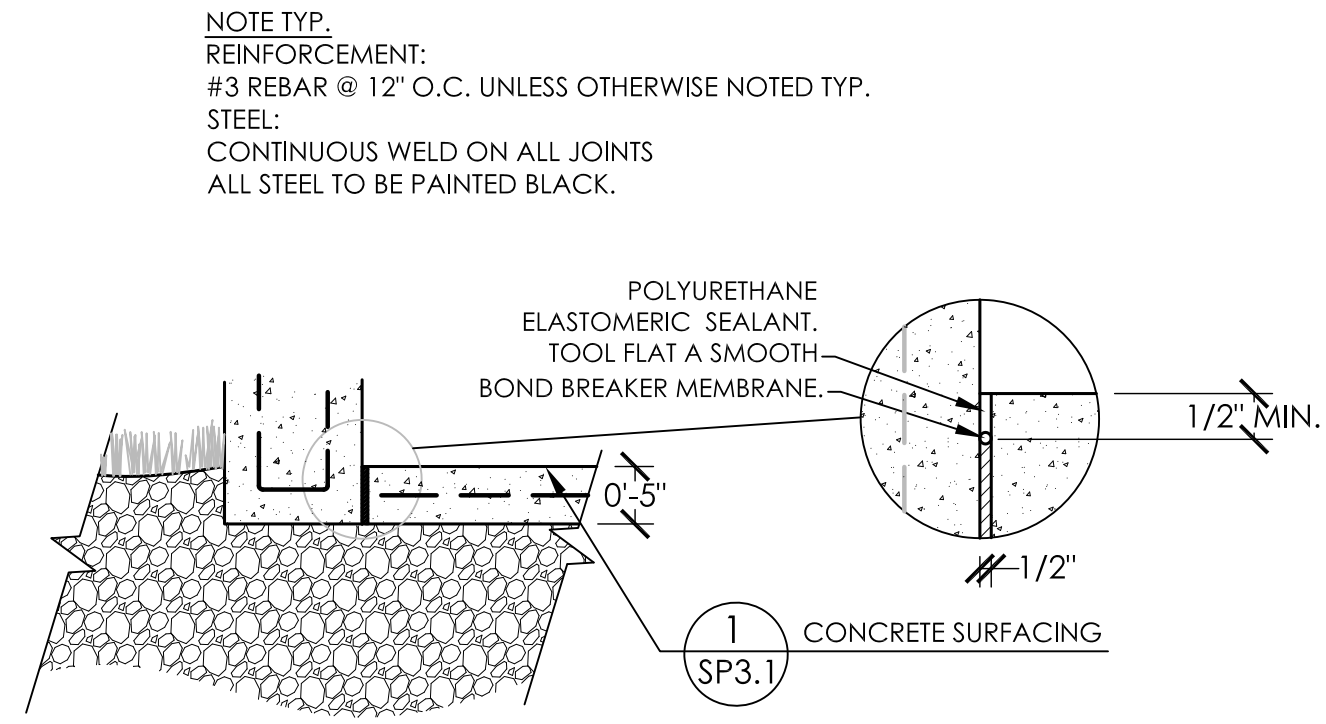
DATE: 5.9.17

DRAWN BY: BAJ
CHECKED BY: MBF

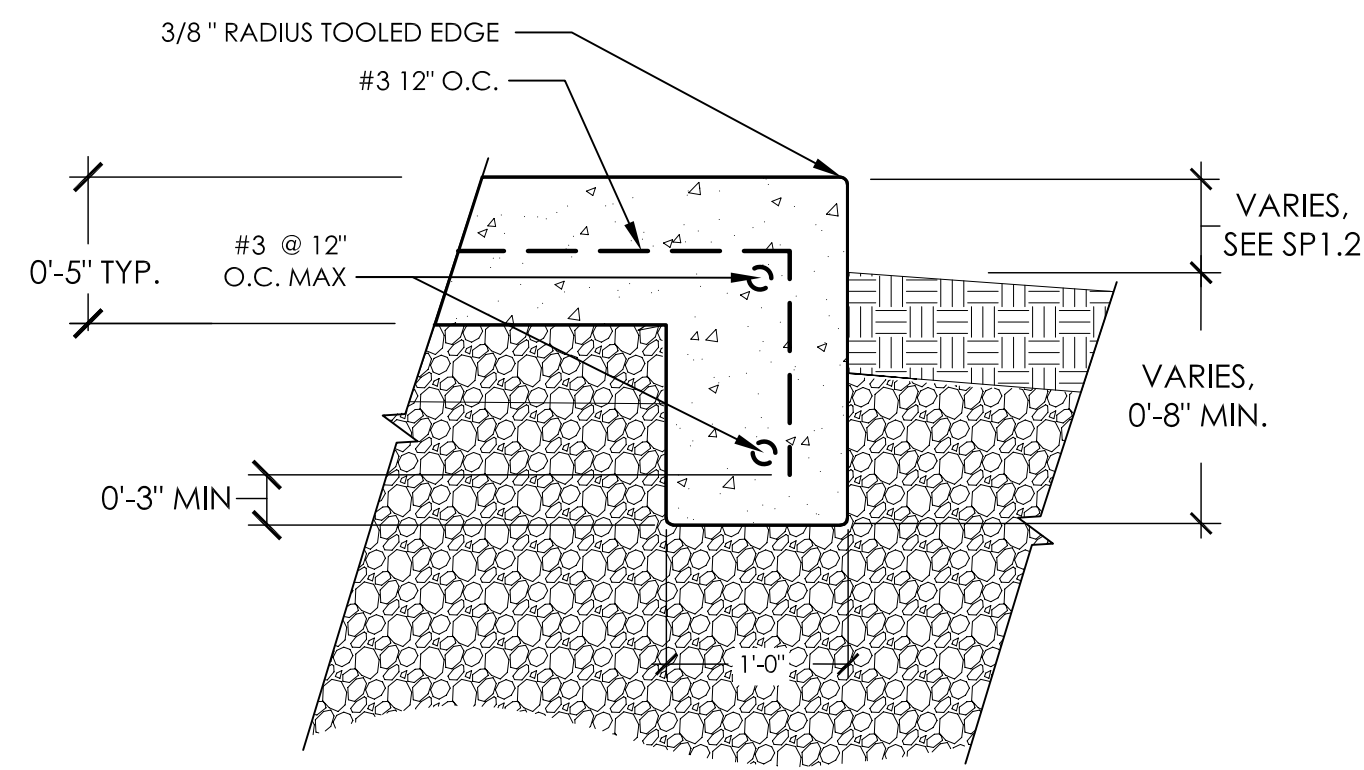
This design is an instrument of professional service and is the property of Grindline Skateparks Inc. Any use of these plans shall be restricted to the project for which they were prepared.



14
SP3.3
NTS
HANDRAIL FOOTING - CENTER POST



15
SP3.3
NTS
EXPANSION JOINT



16
SP3.3
NTS
TURNED DOWN EDGE



Grindline

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DETAILS

SCALE: N.T.S.

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

SHEET:
SP3.3

DATE: 5.9.17

DRAWN BY: BAJ
CHECKED BY: MBF

This design is an instrument of professional service and is the property of Grindline Skateparks Inc. Any use of these plans shall be restricted to the project for which they were prepared.

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Newburgh Skatepark Project - Bid #11.17 BID OPENING: Monday, June 26, 2017 at 11:00 a.m.

Bid Opening: Began at 11:01 a.m. and closed at 11:12 a.m.

Present: Helen Reilly, on behalf of City Comptroller Kathryn Mack; Elizabeth Garrison, Administrative Assistant to City Engineer; Zakia Alam, Junior Civil Engineer; Deirdre Glenn, Director of Planning & Development; and, Ellen Fillo, Community Development Director
Contractors: Dustin Younie, Hardcore Skateparks

	Bidder Name	Time Stamped	Sealed & Clearly Marked	Original & One Copy	City Form	Certified Resolution of Board of Directors	Non-Collusion Bidding Affidavit	Form of Security	Bidder's Qualification Questionnaire	Worker's Comp Affidavit	Apprenticeship Certification (if ≥ \$250,000)	HUD Section 3 Certification (if ≥ \$200,000)	Iranian Divestment Act	Specialty Pre-Qualifications	Lump Base Bid	Add Alt. #1 (Ph. II)	Deduct Alt. #1 (Wildflower Plantings)	Add Alt. #2 (Turff Grass Plantings)	Unsuitable Material Disposal (500 cu. yds.) price per cu. yds.:	Suitable Fill price per cu. yds.:
1	Hardcore Skateparks	6/26 @ 10:44 am (HR)	√	√	✘Missing signature to formally certify as Corporation on pg.BF-4	√	√	Bond on City Form; ✘not signed by witness for bidder on pg.BF-9	√	√	√ ✘**Not Applicable**✘ notated by bidder	√	√	√	\$479,850.00	\$188,750.00	\$8,000.00	\$3,000.00	\$37.50	\$47.00
2																				
3																				
4																				
5																				
6																				

RESOLUTION NO.: 195 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH PRECISION PIPELINE SOLUTIONS, LLC TO
ALLOW ACCESS TO CITY-OWNED PROPERTY LOCATED AT 360 LIBERTY STREET
DURING A GAS MAIN REPLACEMENT PROJECT IN THE CITY OF NEWBURGH
PERFORMED ON BEHALF OF CENTRAL HUDSON ELECTRIC AND GAS**

WHEREAS, the Precision Pipeline Solutions has requested access to City-owned property located at 360 Liberty Street and identified as Section 12, Block 1, Lot 26, on the tax map of the City of Newburgh for the purpose of temporary storage of pipe, equipment and related material for a gas main replacement project in the City of Newburgh performed on behalf of Central Hudson Electric and Gas; and

WHEREAS, such access to the subject property is requested through December 31, 2017 and requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, fifty (50%) of the revenue collected from the license fee collected shall be allocated to funding programs and events for City youth and fifty (50%) of the revenue collected from the license fee shall be allocated to the cost of necessary and appropriate fencing for the City-owned property; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Precision Pipeline Solutions to allow access to City-owned property located at 360 Liberty Street for the purpose of temporary storage of equipment and materials as a staging area for a gas main replacement project in the City of Newburgh performed on behalf of Central Hudson Electric and Gas; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that fifty (50%) of the revenue collected from the license fee collected shall be allocated to funding programs and events for City youth and fifty (50%) of the revenue collected from the license fee shall be allocated to the cost of necessary and appropriate fencing for the City-owned property.

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and seventeen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and PRECISION PIPELINE SOLUTIONS, LLC, a private business organization having an address at 617 Little Britain Road, Suite 200, New Windsor, New York 12553 and its consultants and sub-contractors, as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

Property identified as lands of the City of Newburgh, 360 Liberty Street, Section 12, Block 1, Lot 26 on the tax map of the City of Newburgh;

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1: Grant of License: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 360 Liberty Street, Section 12, Block 1, Lot 26, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary and for the use of said property for the storage, parking, operation and management of vehicles, equipment and materials as a staging area for a gas main replacement project in the City of Newburgh performed on behalf of Central Hudson Electric and Gas.

Section 2: Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3: License Fee: Licensee shall pay to the City, as and for a fee for the use of 360 Liberty Street during the period of this agreement, \$1,000.00 per month. Payment for the month of July shall be paid to the Licensor upon execution of this Agreement. Thereafter, Licensee shall make payment of the license fee to the Licensor on the first day of each month until the expiration of this Agreement as provided in Section 7.

Section 4: Insurance: The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 4 and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee 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 - The Licensee 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.

The Licensee 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. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 5. Damages: The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to

the access and use of 360 Liberty Street under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The license or privilege hereby given shall expire and terminate upon the later of December 31, 2017 or the completion of the project by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted. Licensee shall post a restoration bond in the amount of \$25,000.00 prior to the commencement or performance of work under this License Agreement and the form and amount of the bond has been approved by the City.

Section 8. Assignment of License; No Sub-Licensing: This License may not be assigned or sub-let to any other party.

Section 9. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate the agreement.

Section 10. New York Law: This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement: This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises 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 parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

PRECISION PIPELINE SOLUTIONS, LLC
LICENSEE

By: _____
Name:
Title:

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 196 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$11,700.00 REQUIRING NO CITY MATCH
FOR THE 2018 SUMMER PLAYGROUND PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$11,700.00 for the Summer Playground Program which is a 6-week day camp; and

WHEREAS, funds will be used to hire instructors to teach healthy eating, video production, science and art (Kids Got Talent); and

WHEREAS, no City matching funds are required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$11,700.00 requiring no City match for the 2018 Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



Orange County Youth Bureau 2018 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
 - Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 30, 2017

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. **NO HANDWRITTEN FORMS WILL BE ACCEPTED.**

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page

Program Title: City of Newburgh Summer Playground		QYDS/Program ID# (County Use Only):	Program Year: 2018
FUNDING INFORMATION			
(County Use Only): ☐ NO Revisions Required ☐ Revisions Required			
FUND AMOUNTS		AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)	
Total Program Amount: MUST Match Budget Pages. 76,132		1. Last Name, First Name: Ciaravino, Michael Title: City Manager Email: mciarvino@cityofnewburgh-ny.gov 2. Last Name, First Name: Mack, Kathryn Title: Comptroller Email: kmack@cityofnewburgh-ny.gov	
Funds Requested: MUST Match Budget Pages. 11,700			
[County Use Only]: Funds Awarded and Category: \$ Total Program Amount based on Funds Awarded: \$			
60% State Aid [RHYA Programs ONLY]	% Tax Match [RHYA Programs ONLY]		
% Agency Cash:[RHYA Programs ONLY]	% In Kind [RHYA Programs ONLY]		
AGENCY/MUNICIPALITY INFORMATION:			
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations			
Federal ID #: 14-6002329	Charities Reg.#:	Last Name: Stanton First Name: Derrick	
Agency Website: www.cityofnewburgh.recdesk.com		Title: Recreation Director	
Implementing Agency/Municipality: City of Newburgh		Phone Number(s): 845 569-7374	Fax Number: 562-6302 Extension:
Mailing Address: 83 Broadway		E-Mail: dstanton@cityofnewburgh-ny.gov	
Address Line 2:		FISCAL Contact, Phone, & Email (May or may not be individual who signs claims): Derrick Stanton (845) 569-7374	
City: Newburgh	State: NY	Zip Code: 12550	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL		PERIOD OF ACTUAL OPERATION:	
Last Name: Kennedy	First Name: Judy	FROM: 1/12018	TO: 12/31/2018
Title: Mayor		HOURS OF ACTUAL PROGRAM OPERATION:	
Phone Number(s): 845-569-7303		FROM: 8:00am TO: 4:00pm	
Fax Number: 845-569-7370		☐ Daily ☐ Other (Explain)	
E-Mail: jkennedy@cityofnewburgh-ny.gov			

Check if: ☐ Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☐

If yes, please list the designation(s) and the certifying entity(ies): _____

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau **RFP YB 01-2018** and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and
- **he or she is duly authorized to submit the proposal on behalf of the business entity noted above.**

Signature: _____

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: **6/29/17**

Orange County Youth Bureau Universal Program Application

Life Area CHOOSE ONE	Goal ONE GOAL PER LIFE AREA	Objective ONE OBJECTIVE PER GOAL	OCFS 5003 – see Part IV of V for coding. Services, Opportunities, and Supports (SOS) ONE SOS THAT BEST DESCRIBES YOUR PROGRAM.
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 213 Childr yth will be free fr health ris 2. Click Here	1a. Click Here 1b. 0232 Recreation Opportunities 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 4 CVC Citizenship	☐ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 6 COM Community	☐ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

Based on data from NICHE.com Inc., the Public School Review, and the Newburgh Enlarged City School District (NECSD) most recent New York State Report Card, the percentage of students in the NECSD graduating from high school is 68%, as opposed to 86% in the state. Additionally only 50% of our students district-wide are proficient in reading and math. That coupled with the fact that 58% of our students are eligible for free lunch and another 10% are eligible for reduced lunch makes this community one that is in great need for academic, as well as, health education.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls in grades 1st through 6th who reside in the Newburgh Enlarged City School District. The Newburgh Enlarged City School District is made up of 75% minority students, in comparison to the New York State average of 52%. 45% of the student body are from households where Spanish is the primary language, which attributes to young students not fully grasping a complete understanding of the foundations of reading and math or receiving assistance at home from their parents, who are non-English speakers themselves.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

Our Summer Playground is a day camp, which not only gives children the opportunity to enjoy recreational activities, it also bridges the educational gap between the end of the school year in June and the beginning of the new year in September. On an average day, campers will start the day with basic reading and math skills in order to keep the fundamentals fresh in their minds. Additionally in the morning, campers will spend an hour of physical activity, swimming at our pool. In the afternoons, the campers will have a chance to participate in electives. The electives will be comprised of science, connects (engineering), healthy eating (culinary arts), video productions, and the arts (kids got talent). Also during the 6-week camp, we will take the campers on a total of 11 trips that are fun, challenging, and educational.

Orange County Youth Bureau Universal Program Application

Program Offering Summary

Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	City of Newburgh Summer Playground	Program Address:	401 Washington St. and 321 S. William St. Newburgh, NY

How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____

Other Quality Measures, i.e. retention rate, Hrs. of training: _____

How much? (use whole numbers)

Total # of Participants: <u>100</u>	Gender: Male: <u>60</u> Female: <u>40</u>	Age: 0-4: _____ 5-9: <u>75</u> 10-14: <u>25</u> 15-17: _____ 18-20: _____ 21+: _____
-------------------------------------	---	--

Ethnicity: White: 10 Black or African American: 60 Hispanic or Latino: 10 American Indian or Alaskan Native: _____

Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: 20

Target Population: (estimate projected whole numbers of youth for each category)

General: 80 Aging out of Foster Care: _____ Children of Incarcerated Parents: 20 Juvenile Justice Re-entry Youth: _____

Runaway/Homeless: _____

Is anybody better off?

PARTICIPANT OUTCOMES (Max 3) Change in knowledge, skills or behavior due to participating in program.	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes.	PERFORMANCE TARGETS FOR EACH OUTCOME # <u>and</u> % of youth who will reach each listed outcome.	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured? **Unless a drop in program, attendance is not an outcome measurement
1. Increased proficiency in reading.	1. Daily 30-45 minute reading sessions.	1. 70% of campers will increase their reading level over the 6-week period.	1. Pre-test at the beginning of camp and post-test at the end of camp.
2. Increased proficiency in math.	2. Daily 50 minute sessions on improvement of math skills in conjunction with the Newburgh Enlarged City School District.	2. 70% of campers will increase their math proficiency level over the 6-week period.	2. Pre-test at the beginning of camp and post-test at the end of camp.
3. Increased knowledge on making healthy choices.	3. Healthy Choices offered 2-3 times per week, 45 minutes per session.	3. 50% of campers will know how to chose healthy opitons for their meals and selecting healthy alternatives to risky behavior.	3. Campers will assist in preparing healthy meals during the 6-week camp and attend classes on making healthy decisions and avoiding risky behavior.

AGENCY PROGRAM PROFILE**PROGRAM SUMMARY:** (100 word maximum)

Our Summer Playground is a 6-week day camp, which not only gives children the opportunity to enjoy recreational activities, it also bridges the educational gap between the end of the school year in June and the beginning of the new year in September. On an average day, campers will start the day with basic reading and math skills in order to keep the fundamentals fresh in their minds. Additionally in the morning, campers will spend an hour of physical activity, swimming at our pool. In the afternoons, the campers will have a chance to participate in electives. The electives will be comprised of healthy eating (culinary arts) and healthy habits, video production, and the arts (kids got talent). Also during the 6-week camp, we will take the campers on a total of 11 trips that are fun, challenging, and educational.

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? (Include policies, procedures, activities)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our summer playground offers a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the programs. We do not tolerate any unsafe behavior, fighting, bullying etc. Our camp staff monitor our campers closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our summer camp is broken down by age so there is less of a chance of injury due to older campers playing with younger campers, as well as reduced chance for bullying from older campers to the younger campers. We have a clear set of rules and behaviors that are entrenched in our counselors during their training, who in turn will go over the rules on the first day of camp and reinforce them throughout the entire six weeks. These rules are echoed by the camp director and all of the Recreation Staff and vendors participating in our camp.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All of our Recreation Staff and counselors are trained to interact with all of the campers, gaining their trust so that each camper feels secure and cared for, but at the same time they know there are rules and they have to be followed. All information about the our summer camp will be communicated by counselors to the campers and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	All of our programs at City of Newburgh Recreation are open to all races, religions, genders, ethnicities, and sexual orientations.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	The Newburgh Summer Playground offers rules for the good order and discipline of the camp, as well as the individual expectations of campers. These rules and expectations are entrenched in our counselors and recreation staffs who in turn pass them on to the campers for the duration of the of the camp.
Support for Efficacy and Matterng (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Opportunintes for the empowerment of campers will be available throughout the camp. This can come in the form of making a camper responsible for their group during clean-up, campers ensuring that they have their camp shirts on trip days and bathing suits during pool days, or having more experienced campers assiting camp counselors.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our camp provides many opportunities for skill building. Besides learning the fundamentals of literacy and science, campers will have the opportunity to choose from electives such as healthy eating, video production, and kids got talent. Campers will also attend 12 trips that include a museum, Lego Land, a water pater, Midevil Tiems. etc. Opportunities to learn and experience new things will be available for the campers in an abundance.
Integration of Family, School and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We are opening up our camp counselor and academic vendor positions to teachers and students in the Newburgh Enlarged City School District (NECSD), as well as, education majors in Mount Saint Mary College, SUNY Orange, New Paltz, and Marist. We are also giving preference to City of Newwurgh residents when hiring for all of our positions.
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.	The Recreation Director is overall in charge of the summer camp, to include all of the staff, counselors, and vendors. He will conduct daily spot checks of the camp focusing on the published schedule, as well as, safety and implementation of camp rules. The Oragne County Health Department will conduct a pre-inspection of the camp and an additional inspection during the camp. The camp director will be versed on the state requirements for summer camps and ensure that all policies and procedures are strictly adhered to and documented when required. All campers will sign in and out each day and all incidents will be documented and submitted to the Recreation Director for disposition.
valuation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned. Describe the process to be used to evaluate the attainment of the objectives/outcomes. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how	Since this will be our first time conducting this camp in this form, we wil provide parents,counselors, vendors, and campers with a survey featuring multiple choice and open-ended qestions. The Recreation Director will use this as the baseline for conducting future camps.

PROGRAM LOGISTICS SUMMARY**Agency Name:** City of Newburgh**Program Name:** Summer Playground**Site 1:** Facility Name: Newburgh Armory Unity CenterAddress: 321 S. William Street, Newburgh, NY 12550Program Offering/Component Name: Summer PlaygroundOperation Period: 06/25/2018 to 8/3/2018 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 8:00am to 4:00pm

Summer Schedule:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 8:00am to 4:00pmTotal Number of Youth: 100 AGE RANGE: 6 to 12Average Attendance: 100Total Number of Adult Participants (21+) 0**Site 2:** Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____/____/____ to ____/____/____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Total Number of Youth: ____ AGE RANGE: ____ to ____

Average Attendance: ____

Total Number of Adult Participants (21+) ____

Site 3: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____/____/____ to ____/____/____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Total Number of Youth: ____ AGE RANGE: ____ to ____

Average Attendance: ____

Total Number of Adult Participants (21+) ____

Site 4: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____/____/____ to ____/____/____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Orange County Youth Bureau Universal Program Application

Total Number of Youth: _____	AGE RANGE: _____ to _____	Average Attendance: _____
Total Number of Adult Participants (21+) _____		

Orange County Youth Bureau Universal Program Application

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES			
Program Name: Newburgh Summer Playground			
POSITION/TITLE* (Specify paid personnel vs. paid consultants vs. volunteer)	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Camp Director: PAID	Recreation Director	21 years of age or older. Wilderness CPR and First Aid Certified.	Oversees staff and ensures program is delivered in a safe manner.
Camp Assistant Director: PAID	Camp Director	21 years of age or older. CPR and CPR First Aid Certified.	Assists the Camp Director in delivering a quality program in a safe manner.
Camp Counselors: PAID	Camp Director/Assistant	18 years of age or older. CPR and First Aid Certified.	Works with the camp director and staff to provide a safe program for all campers.
Camp First Aide: PAID	Camp Director	21 years of age or older. CPR and First Aid Certified.	Provide medical care for those participating in summer camp. Document reports.
Healthy Choices Instructors: PAID	Camp Director	2 years of documented experience in food/nutrition and healthy choices.	Provide expert instruction and evaluation standards in the area of healthy choices.
Video Production Instructor: PAID	Camp Director	2 years of documented experience in video/music production.	Provide expert instruction and evaluation standards in the area of video/music production.
Art Instructor: PAID	Camp Director	2 years of documented experience in teaching art and crafts.	Provide expert instruction and evaluation standards in the area of arts and crafts.
Outdoor Adventure Instructor: PAID	Camp Director	2 years of documented experience in outdoor adventure training.	Provide expert instruction in the area of outdoor adventure training.

***For Each Paid Position: Titles Must Be Exactly the Same as on the Total Budget & Personnel-Time/Payment pages**

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
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**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: Derrick Stanton, Recreation Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☒ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☒ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Print Name: Michael Ciaravino

Title: City Manager

Date:

6/29/2017

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Applicant must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Applicant" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Applicant fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Applicant that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Applicant is necessary to protect public property or public health safety, and that the Applicant is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Applicants.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Applicant certifies as true under the penalties of perjury that:

By submission of this proposal each Applicant and each person signing on behalf of any Applicant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Applicant is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Applicant cannot make the certification, the Applicant shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Applicant who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE: 6/29/17

SIGNATURE: _____

NAME: Michael Ciaravino

TITLE: City Manager

BUSINESS NAME: City of Newburgh



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2018

Submitted as part of Original RFP

6/29/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

Summer Playground

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Camp Director	\$28.00	Hour	\$6,720	0
Assistant Camp Director	\$15.00	Hour	\$3,600.00	0
Camp Counselors (10)	\$11.00	Hour	\$26,400.00	0
Camp First Aide	\$12.00	Hour	\$2,880.00	0
TOTAL SALARIES AND WAGES			\$39,600.00	\$0.00
TOTAL FRINGE BENEFITS				
TOTAL PERSONAL SERVICES (1)			\$39,600.00	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Healthy Choices Instructor	\$100.00	Hour	\$3,600.00	\$3,600
Video Production Instructor	\$75.00	Hour	\$2,700.00	\$2,700.00
Outdoor Adventure	\$75.00	Hour	\$2,700.00	\$2,700.00
Art Instructor (Kids Got Talent)	\$75.00	Hour	\$2,700.00	\$2,700.00
TOTAL CONTRACTED SERVICES (2)			\$11,700.00	\$11,700.00

TOTAL MAINTENANCE & OPERATION (3)

\$24,832.00 \$0.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
TOTAL FACILITY REPAIRS (4)		\$0.00 \$0.00

NEEDS TO MATCH APPLICATION COVER PAGE TOTAL PROGRAM AMOUNT

\$76,132.00

NEEDS TO MATCH APPLICATION COVER PAGE + TOTAL YOUTH BUREAU FUNDS REQUESTED

\$11,700.00

Cost per Participant *Enter the Total Number of Participants to be served

# of youth participants (up to 21)	0	# of adult participants (21+)	0
Total Budgeted Cost per Participant	0	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	0	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
- ☐ Allocation is different from the Request, Total Program Amount the same
- ☐ Allocation is different from the Request, Total Program Amount is different
- ☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/29/2017

YB to complete
Program ID:

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: Summer Playground

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

	Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
Consumable Supplies (List in space at right).....	\$500.00	\$0.00	Reading materials, writing utensils, workbooks, etc.
Maintenance/Equipment Repairs (List in space at right)....	\$0.00	\$0.00	
*Equipment Rentals (List in space at right).....	\$0.00	\$0.00	
*Equipment Purchases (List in space at right).....	\$1,500.00	\$0.00	Sports equipment, arts & crafts
Space Rentals (Indicate Rate/Basis/Type at right)			
Travel (Includes Mileage Rate @ \$0.____ per mile)	\$12,000.00	\$0.00	Buses for trips
Insurance (List type in space at right).....			
Utilities and Telephones			
Other Costs (List in space at right).....	\$10,832.00	\$0.00	Apparel. First aid & counselor training. Employee Benefits.
3. TOTAL Maintenance and Operation:	\$24,832.00	\$0.00	

*Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS



PERSONNEL – TIME/PAYMENT PAGE

Program Name: City of Newburgh Summer Playground

Position Title Each Title Must Be Exactly the Same as on the <i>Total Budget</i> and <i>Personnel: Qualifications and Duties</i> pages	Total Number paid with Youth Bureau funds	Total Number of Weeks paid with Youth Bureau funds*	Total Number of Weekly Hours paid with Youth Bureau funds*	Hourly Rate of Pay (If more than one position, use highest salaried employee)	Total Weekly Salary paid with Youth Bureau funds*
Recreation Coordinator	0.00	0.00	0.00	\$28.00	\$0.00
Assistant Camp Director	0.00	0.00	0.00	\$15.00	\$0.00
Counselors	0.00	0.00	0.00	\$11.00	\$0.00
Camp First Aide	0.00	0.00	0.00	\$12.00	\$0.00
Healthy Choices Instructor	1.00	6.00	6.00	\$100.00	\$600.00
Video Production Instructor	1.00	6.00	6.00	\$75.00	\$450.00
Arts and Craft Instructor	1.00	6.00	6.00	\$75.00	\$450.00
Outdoor Adventure Instructor	1.00	6.00	6.00	\$75.00	\$450.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

* Employees with varied or seasonal schedules must be identified as such and a clear explanation provided for the total number of hours paid with Youth Bureau funds, the hourly rate of pay, and the total salary.



OTHER REVENUE SOURCES

**Program Name: City of
Newburgh Summer
Playground**

NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM-TO
Orange County Youth Bureau	County/State	\$11,700.00	Rachel Wilson, 845.615.3620	01.01.2018-12.31.2018
City of Newburgh	City	\$64,432.00	Derrick Stanton, 845-569-7374	6/26/2018-8/4/2018
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
	TOTAL:	\$76,132.00		

**** The TOTAL (Column D) needs to match TOTAL PROGRAM AMOUNT on Program Budget form AND Application Cover Page."**

Orange County Youth Bureau 2018 Request for Proposals

The Orange County Youth Bureau is pleased to request applications for funding to support programs for Orange County youth age 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

For 2018, the Orange County Youth Bureau will administer Youth Development Program (YDP) and Runaway & Homeless Shelter Part I (RHYA) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (\$) dollars.

Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County 2011-2016 Children and Family Services Plan. Note: The New York State Office of Children and Family Services extended this plan through 2017.

Eligible Applicants: The following organizations are eligible to apply for funding through this RFP: not-for-profit including, but not limited to, secular and faith-based, organizations operating in Orange County; Orange County municipalities; and partnerships or consortia consisting of the foregoing. Applicants that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Applications are NOW available the Youth Bureau website at: www.orangecountygov.com/youthbureau. Effective Friday, June 2, 2017, they will also be on the Empire State Bid System aka "BidNet" at <http://www.empirestatebidsystem.com>.

- **The Orange County Department of General Services will be the ONLY point of contact for applicants during the submission process until the start of the Proposal Review Process.**
 - Proposals submitted to the Youth Bureau will NOT be accepted. Instead they will be sent directly to the Orange County Department of General Services.
 - **ALL inquiries about the RFP must be directed to the Orange County Department of General Services, at 845-291-2792.** Answers will be compiled and posted for all to access in one addendum. Anyone contacting the Youth Bureau directly **WILL** be redirected to the Orange County Department of General Services. **(This is to comply with State Finance Law.)**
 - After the Orange County Department of General Services audits applications for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

Event:

Request for Proposals Released

Submittal of Questions, in writing Deadline

(See Youth Bureau's website for previously asked questions from past RFPs.)

Addendum Issued

Proposals Due

Competitive Awards Announced (tentative)

Contract Start Date

Date:

6/2/17

6/9/17

6/16/17

6/30/17 – 4:00 PM EDT

10/27/17

1/1/18



Orange County Youth Bureau 2018 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 30, 2017

PART I

Background, Requirements, Application Instructions and Scoring Rubric

You must submit ONE PAPER ORIGINAL AND TWO PAPER COPIES of the required application documents by June 30, 2017 to:

Hand delivery, FedEx and UPS:

James P. Burpoe, Commissioner
Orange County Dept. of General Services
22 Wells Farm Road
Goshen, NY 10924

US Postal Service:

James P. Burpoe, Commissioner
Orange County Dept. of General Services
P.O. Box 218
22 Wells Farm Road
Goshen, NY 10924

Projected Timetable of Key Events

Event:

Request for Proposals Released
Submittal of Questions, in writing Deadline
(See Youth Bureau's website for previously asked questions from past RFPs.)
Addendum Issued

Proposals Due

Competitive Awards Announced (tentative)
Contract Start Date

Date:

6/2/17
6/9/17
6/16/17
6/30/17 – 4:00 PM EDT
10/27/17
1/1/18

Inquiries

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Applicant during the procurement process. An Applicant is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is the Commissioner of General Services or his representative, telephone (845) 291-2792. Applicants responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

SECTION ONE: BACKGROUND

1.1 Introduction

A. The Orange County Youth Bureau is pleased to request applications for funding to support programs for Orange County youth age 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

B. The Orange County Youth Bureau administers Youth Development Program (YDP) and Runaway & Homeless Shelter Part I (RHYA) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars.

C. Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County 2011-2016 Children and Family Services Plan.

1.2 Funding Available and Purpose

A. Funding Available

The amount of funding will be subject to the availability of annual State and County appropriations, which have not yet been made. In awarding funds, all 2018 applications are considered new and competitive. In 2017, Orange County Youth Bureau funding of approximately \$500,000 was available to award to eligible Applicants through the Competitive funding process. Once again, the County anticipates that this grant competition will be highly competitive. Matching funds are not required but encouraged.

B. Purpose & Priorities

The purpose of the Orange County Youth Bureau is to promote positive youth development across systems and to develop, fund, and monitor programs that improve the quality of life for children, youth and families. To carry out the mission of the Youth Bureau, funding is targeted towards the Touchstone Life Areas. Please refer to Part III of this RFP, the Orange County 2011-2016 Children & Family Services Plan (CFSP), for information on prioritized Goals, Objectives, and Strategies that applications should seek to address through proposed programming. *Note this plan was extended an additional year, through 2017, by the New York State Office of Children and Family Services.

1.3 Key Information

Please note the following highlights of the 2018 Orange County Youth Bureau Request for Proposals:

- A. **Organizations who wish to apply for funding for more than one program offering must complete a full application for each proposed program.**
- B. To meet the County's deadline for its 2018 competition, one original and two copies of the application must be submitted to General Services by 4:00 PM EDT June 30, 2017 to be eligible for funding. This includes the Cover Page with original signature, Part II (Application Forms) **and** Part V (Fiscal Documents).
- C. **Questions on the RFP must be submitted in writing by June 9, 2017, 4:00 P.M. prevailing time.** Questions received after this time may not be addressed. Questions should be sent to the Department of General Services by either email to generalservices@orangecountygov.com or faxed to the Department of General Services at (845) 291-2797. **No questions will be entertained by any other means** (with the exception of technical questions on electronic forms, see Section 2.1. below). An addendum responding to the questions will be issued on or about June 16, 2017. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Applicants. Questions will not be responded to individually.
- D. There is no minimum/maximum funding amount that can be requested. However, the County reserves the right to place a cap on funding in each contract award.
- E. Though matching funds are not required, the strongest proposals will demonstrate support from other sources in addition to the Youth Bureau.
- F. **Programming and/or services must be provided within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.
- G. If a municipality chooses to charge a fee for youth enrollment, it must accommodate any youth who is unable to pay the fee by either offering scholarships, a tiered fee schedule or waiving the fee. There must be a clear, written policy in place and available to youth, families, and the Youth Bureau for review. The municipality operating a recreational program is responsible for the collection of, setting of and reporting of the fee charged. Additional policies and procedures regarding municipal recreation fees can be found in the Youth Bureau Policies and Procedures Manual found on the website at www.orangecountygov.com/youthbureau.

1.4 Term of County Contract

Successful programs will be given a 12-month contract with a start date of January 1, 2018.

1.5 Eligible Applicants

The following organizations are eligible to apply for funding through this RFP: not-for-profits, secular and faith-based, organizations operating in Orange County; Orange County municipalities; and partnerships or consortia consisting of the foregoing. Applicants that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

1.6 General Program Requirements

- A. Organizations may apply for funding for more than one program. Full applications are required for each program proposed.
- B. Programs must provide direct youth and/or family service activities.
- C. Administrative costs may not be more than 15 percent of the total program budget and must be allocated in the budget attachment.
- D. Applicants are required to have reliable access to electronic mail and the Internet as part of their grants. Communications and reporting requirements are frequently completed through the Internet and electronic mail. Applicants without access to computers and additional hardware and software must demonstrate how they will meet these requirements.
- E. Applications must be collaborative in nature and not duplicate or compete with other programs in the Applicant's respective community. Applications with more than one partner must define the lead agency and its responsibilities, as well as the responsibilities of each partner agency. Addenda from partners and other support information **cannot** be attached. All support must be demonstrated within the Applicant's program narrative.

SECTION TWO: APPLICATION SUBMITTAL & FUNDING CONSIDERATIONS

2.1 Application Submittal Process

- A. Application Submission
 - 1. It is highly recommended that you begin the application at least three weeks before the deadline. This will allow time to address any technical issues prior to the application deadline.
 - 2. Complete each required form in Part II, Required Application Forms and Part V, Fiscal Documents. **Handwritten applications will not be accepted.** Incomplete applications may be discarded.
 - 3. The **only** attachments that are **required** and that will be accepted are:
 - **Part II of V:** Board List Attachment, Iran Divestment Certification, and Non-Responsibility Disclosure

- **Part V OF V:** Financial Documents (Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page)
- A copy of agency's most recent **FULL** A-133 Audit or municipality's most recent Certified Financial Statement
- Applicable certificates of authority/incorporation/partnership/dba, etc.

B. Electronic Forms Technical Issues:

Contact the Department of General Services at (845) 291-2792 or generalservices@orangecountygov.com prior to the application due date to explain and resolve the issue.

C. Copies and Delivery Information

ONE ORIGINAL AND TWO COPIES OF THE APPLICATION, INCLUDING COVER PAGE WITH ORIGINAL SIGNATURE, along with the rest of PART II, REQUIRED APPLICATION FORMS, AND PART V, FISCAL DOCUMENTS MUST BE SUBMITTED TO GENERAL SERVICES BY 4:00 PM BY JUNE 30, 2017.

Hand delivery, FedEx and UPS:

James P. Burpoe, Commissioner
Orange County,
Dept. of General Services
22 Wells Farm Road
Goshen, NY 10924

US Postal Service:

James P. Burpoe, Commissioner
Orange County,
Dept. of General Services
P.O. Box 218
22 Wells Farm Road
Goshen, NY 10924

D. Other Requirements

1. Applicants should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their proposal. Regardless of the propriety or legality of registration status, as a condition of contract, the Vendor shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Vendor consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Vendor's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Vendor shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.
2. The County encourages submission of proposals by certified Minority- and Women- Owned Business Enterprises (MWBE).

3. A Non-Collusion Certification is included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
 4. A Disclosure of Non-Responsibility Determination is included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
 5. An Iran Divestment Act Certification included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
- E. Supplier Forms are included in this RFP. Applicants that have not contracted with the County of Orange in the last twelve (12) months must submit completed and executed Supplier Forms prior to execution of a contract by the County.
- F. Applicants awarded a contract will be required to complete Pay to Play forms, in the same form as the template found in Section 6 of this Part I of this RFP in the timeframe, if any, indicated in this RFP. For those contracts the law applies to, the law requires the County to run any contractor's name *and various names associated with such contractor*, through a campaign donor database **before the contract is awarded**. As a result, you will need to supply particular information to the County relative to those personal or business relationships the contractor has. If you are selected by the County to contract with, Forms A, B and C will then be required with your signed contract.
- G. Applicants awarded a contract agree to execute the contract in the same form as the template found in Section 7 of this Part I of this RFP in the timeframe, if any, indicated in this RFP.

2.2 Selection Criteria

- A. Proposals will be reviewed by Youth Bureau staff using the following criteria:

CATEGORY	PERCENTAGE
Program Design	50%
Organizational Capability & Experience	30%
Budget & Budget Adequacy	20%

B. With respect to Program Design, the County may consider factors including, but not limited to: program location; primary service or Life Area; innovation; geographic, demographic, and programmatic diversity across programs; and whether a program serves a rural, high poverty, and/or economically distressed areas.

C. With respect to Organizational Capability & Experience, the County may consider any information or records the Applicant submitted in its proposal or that the County has in its system of records in connection with previous business including but not limited to Program Reports, Expenditure Reports, Program Monitoring Tools, Audits, quality and timeliness of

reporting, compliance with County or program policies. Past performance and other factors may also be used as a consideration in funding decisions.

D. Each application will be reviewed by Youth Bureau reviewers. Scores will be recorded and averaged. Once the process is complete, all raw scores will be considered final. Applicant scores and pertinent information will be charted and rank ordered by average score, from the highest scoring applications to the lowest.

2.3 Competitive Recommendations/Funding

A. The ranked applications and the completed scoring chart are then submitted to the Youth Bureau Proposal Review Committee for review and to determine which proposals will be submitted to the full Youth Advisory Board for competitive funding consideration and a vote.

B. Funding may be subject to a cap based on the total amount requested by all Applicants, and the availability of funds. The County may also limit awards given to any agency and may only fund Continuation programs, based on availability of funds.

2.4 Additional Information, Interviews & Site Visits

The County may require any or all Applicants to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Applicant will have available for the performance of this contract. The County reserves the right to interview, any or all Applicants and/or visit any or all Applicant's sites during the evaluation of proposals by the Board Proposal Review Committee. If applicable, the County shall contact Applicants to arrange an interview the week of September 25, 2017 (which the County may require to be held at County offices) and/or a site visit of Applicant's facilities at any time during the evaluation process. Applicants are reminded to include their best technical and price terms in their initial application and budget and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final budget page. The County may award the contract without interviews and/or site visits for any or all Applicants, if deemed to be within the best interests of the County.

SECTION THREE: APPLICATION INSTRUCTIONS

3.1 General Information for Applicants

A. Applications must be submitted to the Orange County Department of General Services by 4:00 PM on June 30, 2017. Cover Page with original signature, along with the rest of Part II, Required Application forms, and Part V, Fiscal Documents, and two copies MUST be received in hard copy. The acceptance of late or incomplete submissions will be at the discretion of the Orange County Youth Bureau.

B. Applicants are advised to use the application instructions in conjunction with Part III of this RFP, the 2011-2016 Children and Family Services Plan (CFSP), and Part IV of this RFP, the 5003 Coding Document, to complete the application.

3.2 Instructions for completing Part II of this RFP - the Application (page numbers refer to the pagination in Part II of this RFP):

- A. Cover Page (page 2)
- Enter all requested information. You **MUST** include email addresses and fax numbers where indicated. Per OCFS, the Fiscal Contact may OR may not be the same person who signs claims. **Blank spaces will be considered INCOMPLETE.**
- B. Services, Opportunities, and Supports (SOS) (page 3) and Children and Family Services Plan (CFSP) Narrative (page 4)
1. SOS (page 3) – See Part IV, 5003 Coding Document
 - Check the *Life Area(s)* your proposed program most closely aligns to (only ONE).
 - Next to selected *Life Area*, check the appropriate *Goal (one)*
 - Next to selected *Goal*, check the appropriate *Objective (one)*.
 - Next to selected *Objective*, check which *Services, Opportunities, and Supports* are the primary focus of your proposed program (maximum of ONE should be chosen).
 2. CFSP (page 4) – See Part III, Children and Family Services Plan
 - Use quantitative and qualitative data to demonstrate the need in the Life Area(s) the proposed program will address; this includes statistical data. Cite data sources.
 - Describe who will be utilizing your proposed program and where they live and/or go to school; give other identifying characteristics, such as risk and protective factors.
 - Explain how your program will address Major Theme(s) and/or Strategies outlined in the CFSP. Link specific program activities to specific themes and/or strategies.
- C. Program Offering Summary (page 5)
1. Background on Program Quality Assessment
 - The Orange County Youth Bureau uses the New York State Office of Children and Family Services Program Quality Assessment (PQA) to monitor and evaluate funded programs. How the PQA is used can be summarized as follows:
 - The PQA is designed for use by an individual or team to examine, discuss, and plan to improve the quality of their youth program. The Orange County Youth Bureau uses the PQA as part of its monitoring practice and encourages organizations to use internally as a low stakes tool to guide ongoing quality improvement discussions.
 - The PQA draws upon elements of the Youth Program Quality Assessment (Youth PQA), a validated instrument, developed by the Weikert Center for Youth Program Quality and is structured around the 8 Features of Positive Youth Development as identified by the National Research Council. The 8

Features are defined in the Agency Program Profile Form in Part II of this RFP.

- The PQA consists of a set of score-able standards for best practices in afterschool programs, community organizations, schools, summer programs, and other places where youth have fun, work, and learn with adults. This instrument is meant for use as a program assessment. As such, methods recommended for scoring the tool are designed primarily to achieve adult learning ends for members who are reflecting on their own practice and planning for change. The PQA is part of a continuous process meant to improve program quality. Though rooted in youth development research, the PQA has not been subjected to evaluation for validation. For this reason, this tool is used with a low stakes accountability policy. The tool is structured with observational items listed at the top of the page, followed by Administrative Self Interview items, highlighted in gray.
- Programs may have average scores in each of the 8 Features from 1-5, with one being the lowest and five being the highest. Once scored, the Youth Bureau will meet with program administrators and staff to review the Features, celebrate successes, develop a plan for program quality improvement, and reflect on staff training needs and opportunities. You can find the NYS PQA on our website at www.orangecountygov.com/youthbureau.

2. To complete the Program Offering Summary:

- Complete Agency Contact Information;
- How Well: Project your target New York State Office of Children and Family Services Program Quality Assessment (PQA) Score and/or briefly describe any other ways your organization measures, monitors, and promotes staff and program quality.
- How Much: Enter projected number of participants served and demographic information. **You must maintain program records to report on this information on a quarterly and annual basis**
- Is Anybody Better Off?: Complete the four columns as outlined below:
- In the first column, a maximum of three Participant Outcomes. Participant Outcomes are the expected change in knowledge, skills, attributes, or behaviors a participant will experience as a result of participating in your program. Example: Youth will increase leadership skills. **Unless you are running a drop-in program attendance is NOT a Participant Outcome.**
- In the second column, list specific activities that youth will participate in that will help them achieve outcomes, i.e. skill building sessions, community service activities, etc...

- In the third column, project the number **and** percentage who will achieve expected outcomes. Example: 46 or 85% of youth will increase leadership skills.
- In the fourth column describe the instruments that will be used to measure your outcomes. These tools collect information and may include behavior checklists, attitude questionnaire, pre-/post-tests, etc. Give a brief description to help clarify what the tool will measure. **Unless you are running a drop-in program, attendance is NOT a measurement tool.**

D. Agency Program Profile (page 6)

- Provide a 100-word maximum summary of your Program in the box.

E. 8 Features of Positive Youth Development (pages 6-7)

- For each of the 8 Features, give specific strategies, policies and procedures of proposed program that address and provide for that feature. The Features are processes or “active ingredients” that programs should use to facilitate positive youth development. Please refer to the list of website resources listed at the end of these instructions for further guidance.
- For the Monitoring & Evaluation sections, explain how your organization will monitor and evaluate both the program and the staff. Refer to the definition of each Feature on the form to guide the development of your answer.

F. Program Logistics Summary (page 8)

- Complete Agency and Program Information requested at top of form.
- For each site, enter the Facility Name, Address, Program, Dates, Days, Times of Operation, Total number served at that site, average attendance expected per program session.

G. Personnel: Paid Staff and Paid Consultants and Volunteers (page 9)

- Complete each column including titles, who supervises that title, what qualifications/screenings are required, and what the specific job duties are for each title. Titles need to match those listed on the Budget Page and Personnel Time Payment Page in the Fiscal Documents (Part V of V).

H. Board of Directors (page 10)

- Complete this form, or attach a Board List, with all requested information. Blank spaces/missing information will render your application incomplete.

I. Budget, Budget Attachment, Personnel Time/Payment, and Other Revenue Sources [Part V of V]: **ALL LEAD APPLICANTS AND SUBCONTRACTORS (if applicable) MUST COMPLETE PART V:**

1. Complete the first Tab of the worksheet – **Program Budget:**

- Complete every section that applies to the proposed program, even if you are not requesting Youth Bureau funds for each line. Use the first column to show totals for the proposed program. Use the second column to show Youth Bureau requested amount.
- Personal Services: include all Position Titles relate to the proposed program. Titles need to match those listed on the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9.) Maintenance and Operations: if requesting M&O, complete second tab of worksheet.
- 2. Second Tab of the worksheet **Budget Attachment** (complete only if requesting M&O):
 - Use the first column to show program totals and the second to show Youth Bureau requested amount.
- 3. Third Tab of the worksheet **Personnel Time Payment Page** (complete only if positions are listed in the Personal Services portion of the Program Budget (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9.)
 - For each paid position, position titles must be exactly the same as on the Program Budget Page (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers (Part II of V, page 9)
- 4. Fourth Tab of the worksheet **Other Revenue Sources** (complete only if other funds, in addition to the funds requested from the Youth Bureau, are to be used towards the program.
 - Indicate other sources of funding that support the proposed program. Include amount requested from the Youth Bureau. The Total amount of funding should match your Total Program Amount on the Cover Page (Page 2) and the Program Budget (Part V of V, Tab 1).

K. Fiscal Capacity

- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.
- Applicants must attach applicable certificates of authority, incorporation, partnership, dba, etc.
- **Applications received without the above required documents will be considered incomplete.**

L. Certifications and Assurances

- Read complete, and provide original signature as indicated on Disclosure of Non-Responsibility Determinations and Iran Divestment Act Certification.
- If funds are to be awarded, signed Pay to Play forms will be required with the contract.

SECTION FOUR: WEB RESOURCES

<http://www.rcgd.isr.umich.edu/garp/articles/eccles04b.pdf>

http://www.forumforyouthinvestment.org/files/ForumFOCUS_Jul-Aug2003.pdf

<http://www.ccf.state.ny.us/initiatives/TouchstonesHome.htm>

http://managementhelp.org/evaluatn/fnl_eval.htm

SECTION FIVE: SCORING RUBRIC -SAMPLE-

Applicant Name:	# Served:	
Program Name:	\$ Request:	
Cost per youth:		
When does program operate (summer, school year, year round)?		
Community Served:		
Program Summary:		
KEY APPLICATION COMPONENTS	1-5	Comments
Application was received on time & to Gen. Services. (1 OR 5)		
1 original+2 copies of application were received. (1 OR 5)		
All instructions were followed correctly. (1 OR 5)		
Application is complete with no empty fields. (1 OR 5)		
Demonstrates a need in a CFSP identified Life Area		
Statistical evidence to support assumptions and statements.		
Describes program participants including, but not limited to gender, age range, community, school district(s), risk and protective factors, and other important characteristics.		
Connects program activities to CFSP themes and/or strategies.		
Demonstrates understanding of what outcomes are.		
Proposes realistic and measurable outcomes.		
Proposes adequate outcome measurement tools.		
Demonstrates 8 Features through appropriate policies, procedures, and program activities.		
Has appropriate monitoring procedures in place.		
Has appropriate evaluation procedures in place.		
Operates during out of school time hours and in accessible locations.		
Adequate staffing at reasonable costs for proposed activities.		
Has support, other than Youth Bureau funds, for the proposed program. (1 or 5)		
The budget includes detailed information and matches the staffing pattern and proposed activities.		
Program costs + cost per youth for service are reasonable.		
The proposal is clear, and concise.		
TOTAL SCORE (100 Max)	0	
NOTES IF CURRENTLY FUNDED:		
Quarterly program reports are on time.		
Quarterly fiscal claims are on time.		
Has not been on fiscal hold for other reasons.		
Is meeting program outcomes as outlined in approved app.		
Participates in YB sponsored trainings, initiatives, mtgs.		
What are the strengths of the proposal?		
What are the weaknesses of the proposal?		

SECTION SIX: PAY TO PAY -SAMPLE-



COUNTY OF ORANGE / County Attorney

STEVEN M. NEUHAUS
County Executive

15 MATTHEWS STREET, STE. 305
GOSHEN, NEW YORK 10924
TEL: (845) 291-3150
FAX: (845) 291-3167
Service by fax not accepted

To: Potential Contractors with Orange County, NY
From: James Burpoe, Commissioner of General Services
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions on or after January 1, 2014 above a certain level (for County Legislators per year and for the County Executive, Sheriff, District Attorney, and County Clerk per year, if that contract must be approved or voted on by such individual).

Exemptions from Law:

1. Contracts which are issued as:
 - a. Emergency Contracts;
 - b. Sole Source provider contracts;
 - c. Contracts required to be awarded to the lowest bidder under New York State Law are all exempt from this Local Law.
2. Also, any campaign donation made prior to January 1, 2014 does not count against this law.

For those contracts the law applies to however, the law requires the County to run any contractor's name, *and various names associated with such contractor*, through a campaign donor database **sixty days before the contract is awarded**. As a result, you will need to supply particular information to the County relative to those personal or business relationships the contractor has.

Please return FORM A with your quote/proposal/qualifications/application/contracts. This is a form which discloses various relationships you as a potential contractor may have. Please also know that if a disqualifying campaign contribution was made, that disqualification can be cured by asking for (and then receiving) a return of the excess campaign contribution within thirty days of being notified of such excess campaign contribution.

If you are selected by the County to contract with, please sign and return with your signed contract, both Form B – an Affidavit of compliance with the law and Form C, incorporating the provisions of the law by reference into your/your organization's contract with Orange County.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792.

-SAMPLE-

FORM A

TO BE RETURNED WITH
QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/CONTRACTS

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except for contracts which are:**

- a. Emergency Contracts;
- b. Sole Source provider contracts; or
- c. Contracts required to be awarded to the lowest bidder under New York State Law.

The definition of Professional Business Entity under the law is: "an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a professional business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity."

PLEASE PROVIDE THE FOLLOWING INFORMATION **IF APPLICABLE** TO YOUR
PROFESSIONAL BUSINESS ENTITY:

- 1. The names and business addresses of any Professional Business Entity who will be directly contracting with the County is/are:
 - a. The Spouse(s) and address of such Person(s) are: (disregard if prohibited by law)
 - b. The names of children living at home with such contracting person(s) are:
- 2. For Corporations, Partnership, Organizations, Unions, or association contracting with the County:
 - a. The name and business address of such entity:

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER
FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

FORM A - PAGE 1 - PAY-TO-PLAY LAW

-SAMPLE-

- b. The owners of 10% of more of the equity in any Corporation or Business Trust that contracts with the County are (name and address):

- c. The Partners (or officers) names and addresses:

- 3. The name(s) of any subsidiary directly controlled by any Professional Business entity are:

(please attach any additional pages if needed to provide additional information)

FORM A - PAGE 2 - PAY-TO-PLAY LAW

-SAMPLE-

FORM B

TO BE PROVIDED IMMEDIATELY TO ORANGE COUNTY IF YOU ARE AWARDED A CONTRACT

THIS SWORN (OR AFFIRMED) **CAMPAIGN CONTRIBUTIONS STATEMENT** IS MADE
UNDER PENALTY OF PERJURY

STATE OF _____

SS:

COUNTY OF _____

_____ being duly sworn, deposes and says:

1. The undersigned is making this affidavit as part of the contractual obligation between the undersigned as a contractor or otherwise on behalf of a Professional Business Entity as defined by the Orange County, NY "Pay-to-Play" local law.
2. The contract is exempt from Orange County, NY's "Pay-to-Play" local law because the contract is:
 - a. An Emergency Contract; and/or,
 - b. A Sole Source provider contract; and/or,
 - c. A contracts required to be awarded to the lowest bidder under New York State Law.

OR, IF THE ABOVE PARAGRAPH (2) IS NOT APPLICABLE, the following items (items 3, 4, 5, 6, and 7) are true:

3. I acknowledge that I am a contractor under the definition of a Professional Business Entity as defined by the Orange County, NY "Pay-to-Play" local law or otherwise am signing this affidavit on behalf of a Professional Business Entity.
4. The undersigned understands that this is an affidavit and is sworn to under penalty of perjury and if false may lead to criminal and/or civil action against the undersigned (and if signing on behalf of a business entity, potentially against such entity as well).

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER

FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

FORM B - PAGE 1 - PAY-TO-PLAY LAW

-SAMPLE-

5. The undersigned is familiar with the Orange County, NY "Pay-to-Play Law", a copy of which has been made available to the undersigned.
6. The Professional Business Entity, as defined in the Orange County, NY "Pay-to-Play Law" has not knowingly made a campaign contribution in violation of such local law during the four (4) years preceding this date, and has not made or solicited contributions through intermediaries, third parties, immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
7. The undersigned makes no representation, notwithstanding any other portion of this affidavit, to any campaign contribution made prior to January 1, 2014.

Dated: (insert date and city/town/village where signed)

Print Name

Print Title

Print Name of Professional Business Entity

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

(This space left intentionally blank.)

FORM B - PAGE 2 - PAY-TO-PLAY LAW

-SAMPLE-

FORM C

**TO BE PROVIDED IMMEDIATELY TO ORANGE COUNTY IF YOU ARE AWARDED A
CONTRACT**

INCORPORATION BY REFERENCE INTO CONTRACT WITH ORANGE COUNTY

THIS DOCUMENT IS HEREBY INCORPORATED INTO ANY CONTRACT/AGREEMENT BETWEEN THE UNDERSIGNED AND THE COUNTY OF ORANGE AS DESCRIBED IN SECTION 2(c) OF THE LOCAL LAW. THIS DOCUMENT IS INTENDED TO ENABLE THE COUNTY OF ORANGE TO ENTER INTO SUCH CONTRACT WITH THE UNDERSIGNED.

Prior to the award of certain contracts, Section 5 of the Orange County Local Law No. 13 of 2013, the "Pay-to-Play Local Law" ("Law"), requires Professional Business Entities, defined by Section 2(d) of such Law to make a sworn statement, under penalty of perjury, that the Professional Business Entity has not made a campaign contribution in violation of Section 3 of the Law during the four (4) years preceding the date of this sworn statement, except excluding any contributions made prior to January 1, 2014, unless excepted by Section 8 of the Local Law.

The Contribution Statement forms are required for contracts, as defined required by Section 2(c) of the Law, for:

- (i) the rendition of any services or work;
- (ii) the sale or lease of any land or building except for the real property acquired by the County via a tax sale or tax foreclosure procedure pursuant to Article 10 or Article 11 of the New York State Real Property Tax Law; and,
- (iii) a grant, loan or loan guarantee.

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER

FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

-SAMPLE-

EXEMPTIONS FROM LAW: The following contracts, pursuant to Section 8 of the Law, are exempt from the law:

- (i) contracts that must be awarded to the lowest bidder pursuant to New York State Law;**
- (ii) sole source providers; and,**
- (iii) emergency contracts when the public exigency requires immediate emergency services as determined by an Executive Order or Resolution of the Orange County Legislature.**

Pursuant to Section 6 of the Law, sixty (60) days prior to award of the contract, the County's Commissioner of General Services ("Commissioner") shall review New York State Disclosure Statements filed by County elected officials, and candidates for such offices, that must approve or vote on the contract, as applicable to the contract, for the past four (4) years to determine whether the Professional Business Entity contributed an amount (excluding contributions made prior to January 1, 2014 per the exemption in Section 4) in excess of the contributions permitted under the law for the offices of County Legislator, County Executive, County Clerk, District Attorney, Sheriff, or a committee controlled by a Legislator, the County Executive, County Clerk, District Attorney or Sheriff. The Commissioner shall notify the Professional Business Entity of any excess amount and the Professional Business Entity shall have thirty (30) days to cure by requesting return of the excess contribution. Proof of receipt of the excess contribution must be provided to the Commissioner at least five (5) business days prior to the award of the contract or the bid, proposal, quote or application shall be rejected.

The individual(s) signing the Contributions Statement form is/are duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:

- (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,**
- (ii) has not made or solicited contributions through intermediaries, third parties, [or] immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).**

A Professional Business Entity that files a false Contribution Statement will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.

The Professional Business Entity acknowledges and agrees that it shall have a continuing duty to report any violations of this law that may occur during the negotiation, proposal process or duration of a contract. Any Professional Business Entity who violates Section 3 of the Law shall be in material breach of the terms of the contract, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

-SAMPLE-

Any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

(This space left intentionally blank.)

SECTION SEVEN: CONTRACT -SAMPLE-

Orange County Youth Bureau Funding Agreement

FY 201

THIS AGREEMENT, made the _____ day of _____, 20____ by and between the County of Orange, a municipal corporation of the state of New York, having a principal business address at 255-275 Main Street, Goshen, New York 10924, ("County") by and through the _____ Orange County Youth Bureau ("Youth Bureau") and _____ having a principal business address at _____ ("Agency.")

WITNESSETH

WHEREAS, a study has been made of providing a program: (Program Description)

and

WHEREAS, the Agency is capable of providing a program: Program Description)

, hereinafter called the "Program;"

And

WHEREAS, the Youth Bureau and the Orange County Legislature, by Resolution Number ____ of 20____, has approved the Program as conforming with the plan and purposes of the Youth Bureau.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of this Agreement is January 1, 20__ to December 31, 20__.

2. PROGRAM FUNDING

- A. County will provide Agency Program funding in the following amount(s) and from the source(s), as applicable:

New York State Youth Development Program Funding \$ _____

New York State Runaway & Homeless Youth Assistance Funding \$ _____

County of Orange Solutions Grant Funding \$ _____

(hereinafter referred to as the "Funding")

- B. Payment of the Funding shall be made in accordance with this Agreement and in installments established by the Youth Bureau Director and further agreed upon by Agency as set forth in Section 8 of this Agreement.

3. STATE AID REQUIREMENTS

☐ **This Section of the Agreement is applicable only if this box is checked.** That pursuant to the provisions of Article 19-A of the Executive Law, Orange County, through its Youth Bureau, will apply for State Aid equal to the budgeted amount for this program as stated in OCFS Form 3105 Project Application. The parties hereto agree that the New York State Funding shall be contingent upon the approval and funding by the Office of Children & Family Services ("OCFS"). OCFS approval shall specifically signify that State Aid is available to County for the purposes of this Agreement and further, that the applicable Funding is included in the annual New York State Budget covering the period of this Agreement. Agency further agrees that, in the event County ever over-pays Agency or in any way disburses funds to which Agency is not entitled, Agency agrees to return such monies to County within thirty (30) days of notification by County.

4. EXECUTORY AGREEMENT

- A. The parties hereto clearly understand and agree that all sums to be paid to Agency by County hereunder are conditional. County shall have no liability under this Agreement to Agency or to anyone else beyond funds appropriated and available for this Agreement.
- B. It is fully agreed upon that County hereby expressly reserves the right, at any time, to reduce Funding to such an extent as the State of New York and/or the Orange County Legislature reduces Funding, as may be applicable to the Funding source.

5. EVALUATIONS

- A. The Youth Bureau will advise Agency regarding the Program and as indicated in the project application for the Program annexed in the attached and incorporated Exhibit "A". The Youth Bureau will be permitted to conduct thorough evaluations of any and all activities to be funded by this Agreement.
- B. That if, after thorough program evaluation, it is the determination of the Youth Bureau that the Program is not operating in an effective and desirable manner, this Agreement may be terminated by County. In such case, termination of funds will occur after 30 days written notice from County to Agency Director and Agency Board Chairperson.

6. BUDGET REQUIREMENTS

The anticipated budget of Agency to operate the Program has been clearly and acceptably outlined on the Funding summary in the project application for the Program and any deviation from the proposed budget or the Funding summary shall require the written consent of both parties. In the event that Agency deviates from the proposed budget or the Funding summary without written consent of the Youth Bureau, County may terminate this Agreement.

7. AGENCY FISCAL RESPONSIBILITIES

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Agency will supply all necessary supervision, direction and bookkeeping services essential to comply with the claims and billing procedures required by Orange County and by OCFS, as applicable to the Funding source, to include documentation of each transaction, expenditure and unexpended funds including the maintenance of separate and complete fiscal accounts at a minimum as generally outlined in this Agreement including, but not limited to Sections 8, 21, 22 and the attached and incorporated Exhibit "B". In the event that Agency is provided inaccurate or false documentation or verification of all expenditures agreed upon in the budget, the funds related to the inaccurate, false or unverified claims must be disgorged and remitted to County. Agency further agrees that any failure on its part to comply with the procedural requirements as set forth above will be automatic grounds for termination of this Agreement without further cause, hearing or judicial proceedings.

8. REIMBURSEMENT

- A. **The parties agree that this is a cost-reimbursable Agreement** and County shall make reimbursement to Agency monthly, no later than quarterly, only after receiving from Agency vouchers and other appropriate documentation as may be required by County and by OCFS, as applicable to the Funding source, except

that, subject to approval by OCFS, as applicable to the Funding source, County, in its discretion, may make advances of not more than the maximum reimbursable sum to Agency pursuant to agreement between the parties.

- B. ☐ This subsection of the Agreement is applicable only if this box is checked.** Agency shall provide “proof of payment” to County in the amount of [dollars (\$00.00)] as Agency’s matching contribution towards operating and maintaining the program, the “proof of payment” is to be provided to County monthly, no later than quarterly. Agency represents that its matching contribution is not made up of funds received from Federal or State funds with the exception of Federal Revenue Sharing Funds.

9. STAFFING AND PARTICIPATION

Agency agrees to provide necessary staff and/or resources for participation, and to participate in pertinent special events which may be operated or sponsored by the Youth Bureau during the Program term.

10. LICENSING AND PERMITS

Agency hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for the Program, if any are necessary prior to the commencement of the Program and forward a copy of any such license or permit and any and all updates to and renewals thereof to the Youth Bureau.

11. COMPLIANCE

Agency warrants and represents that it will comply in all respects with all Federal, State, and Local laws and regulations, policies and guidance which pertain to the Program and this Agreement including, but not limited to, those listed in the attached and incorporated Exhibits “C” and “D” as well as all applicable policies and rules that may, from time to time, be promulgated by the Youth Bureau and/or OCFS, as applicable to the Funding source, including its obligation to record in an orderly manner and report specific client information as required by County and/or by OCFS, as applicable to the Funding source.

12. BUILDINGS AND GROUNDS

Agency shall ensure that all grounds, structures, buildings and furnishings at all Program sites are maintained in good repair and free from dangerous defects at all times; and that all grounds, structures, buildings and furnishings comply with all applicable laws, rules and regulations governing their use including, but not limited to: zoning, building, health, safety and fire codes.

13. STATE FINANCE LAW COMPLIANCE

For Program Funding from New York State, if any, Agency agrees to the provision of Sections 139-A and 139-B of the New York State Finance Law relating to waivers of immunity.

14. PROCUREMENT OF AGREEMENT

- A. Agency represents and warrants that no person or selling agency has been employed or retained by Agency to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Agency further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Agency makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of these representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

15. PAY-TO-PLAY

Pursuant to Section 10 of the County of Orange "Pay-to-Play Local Law", the regulatory and penalty provisions of this law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.

16. CONFLICT OF INTEREST

- A. Agency agrees that no current officers, directors, or incorporators of Agency shall be hired or retained by Agency to fill any staff position or perform any service required under this Agreement, and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the County Executive and the Youth Bureau's Director.
- B. Agency represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of this Agreement. Agency further represents and warrants that no person having such conflict of interest or possible conflict of interest shall be employed or contracted by it unless such person:

- i. if required by the Orange County Local Ethics Law ("**Local Ethics Law**"), as may be amended, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement; or
 - ii. if not required to complete and submit such a disclosure form, must either voluntarily complete and submit a Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.
- C. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided for by law, in equity or, pursuant to this Agreement.
- D. The foregoing provisions shall not limit County's rights under the Local Ethics Law with regard to civil penalties or criminal prosecution with respect to County Officer or Employee as defined in the Local Ethics Law.

17. CURRENT OR FORMER COUNTY EMPLOYEES

- A. Agency represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Agency has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with County.
- B. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity, or pursuant to this Agreement.

18. INDEPENDENT CONTRACTOR

- A. In performing this Agreement, Agency shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Agency shall be solely responsible for determining the means and methods of the Program and shall have complete charge and responsibility for Agency's personnel engaged in the performance of the same.
- B. In accordance with its status as independent contractor, Agency covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of County, or of any department, agency or unit thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

19. ASSIGNMENT AND SUBCONTRACTING

- A. Pursuant to General Municipal Law §109, Agency shall not assign, transfer, convey, sublet or otherwise dispose of any of its rights, title or interests in this Agreement, or its power to execute this Agreement, without the prior express written consent of the County Executive, or his or her designee. If Agency assigns, transfers, conveys, sublets or otherwise disposes of its rights, title or interests in this Agreement, or its power to execute it, without such consent, County shall revoke and annul this Agreement and County shall be discharged from any and all liability and obligations growing out of this Agreement to Agency and any party to which such assignment, transfer, conveyance, sublet or other disposition was purportedly made. Agency shall also forfeit and lose all moneys heretofore earned under this Agreement, except so much as may be required to pay its employees performing under this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Agency for the benefit of its creditors made pursuant to the laws of the State of New York.
- B. This Agreement may be assigned by County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

20. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

- A. Identification Number(s). For granting, renewing, amending, supplementing or restating the license of any person, and for every invoice or other claim for payment submitted to County by an Agency under a contract to purchase goods or services or any lease of real or personal property, the application, invoice or claim must include Agency's payee identification number. This number is any or all of the following:
 - i. the payee's Federal employer identification number;

- ii. the payee's Federal social security number, and/or
- iii. the payee's Agency Identification Number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Agency does not have such number(s), on its invoice or other claim for payment, Agency must give the reason or reasons why it does not have a payee number(s).

B. Privacy Notification.

- i. 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 New York State Tax Law §5. Disclosure of this information by Agency, seller or lessor to County 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 New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- ii. The personal information is requested by County and may be forwarded to the New York State Commissioner of Taxation and Finance upon request of that Commissioner, pursuant to New York State Tax Law §5(3).

21. RECORDKEEPING

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

22. RETENTION OF RECORDS

Agency agrees to retain all paper and electronic invoices, payment receipts, books, records and other data and documents relevant to this Agreement ("Records") for six (6) years after the final payment or termination of this Agreement, whichever later occurs, unless longer retention period is required by state or federal law or regulation. County, or any State and/or Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any Records during the term of the Agreement and the retention period.

23. AUDIT

All Records as defined in Section 22 of this Agreement and accounts upon which the Records are based are subject to inspection, review and audit by County, the State of New York, the federal government, and/or other persons or entities duly authorized by County. Agency, upon request, shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required for evaluation of the reasonableness of the charges. Such audits may include examination and review of the source and application of all funds relevant to the performance of the Scope of Work, whether from County, New York State, the federal government, private sources or otherwise. Agency shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

24. INSURANCE

- A. For the performance of services under this Agreement, as may be amended, Agency shall obtain and maintain, in full force and effect during the term of this Agreement, and any renewal or modification thereof, at its expense, insurance coverage of the types and at least in the minimum amounts listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers with an A.M. Best rating of A- or better and satisfactory to County, who have been fully informed as to the nature of the services to be performed and any modifications thereto. Additional coverage types or limits may be required by County if any policy contains a contractual liability exclusion.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (Including Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Including Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

- B. Except for Worker's Compensation, Disability and Professional liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Agency and not those of County.
- C. Notwithstanding anything to the contrary in this Agreement, Agency irrevocably waives all claims against County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section 24. The provisions of insurance by Agency shall not in any way limit Agency's liability under this Agreement.
- D. Each policy of insurance shall contain clauses to the effect that:
 - i. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County;
 - ii. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to County's Risk Management Division and the Youth Bureau Director; and
 - iii. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Agency.
- E. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
 - i. Policy retroactive dates coincide with or precede Agency's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
 - ii. If the insurance is terminated for any reason and/or following final payment, Agency shall maintain an extended reporting provision and/or similar insurance for the period of performance plus six (6) years from the date of such termination and/or final payment.
 - iii. Immediate notice shall be given to County through the Youth Bureau Director and County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.
- F. Agency shall provide County with certificates of insurance evidencing Agency's compliance with these requirements prior to execution of the Agreement by

County and shall provide updated certificates within two (2) business days of receipt by Agency during the term and any renewals or modifications thereof.

25. INDEMNIFICATION

- A. Agency shall indemnify, defend and hold harmless County, its officers, employees, contractors, agents and other representatives from and against all claims, liabilities, expenses, costs, losses, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of, directly or indirectly, Agency's and/or its officers, employees, partners, agents, subcontractors or other representatives performance of this Agreement.
- B. Without limiting the foregoing, Agency specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Agency's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of Agency's its officers, employees, partners, agents, subcontractors or other representatives performance under this Agreement.
- C. In the event that any claim is made or any action is brought against County arising out of or in connection with or otherwise relating to the Agreement either within or without the scope of Agency's duty, obligations or applicable industry standards, or any respective officer's employee's, subcontractor's, assignee's, or other representative's duties or obligations; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, losses, damages or actions. The rights and remedies of County provide for in this Section 30 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

26. PROTECTION OF COUNTY PROPERTY

- A. Agency assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by County, and caused, either directly or indirectly by the acts, omissions or lack of good faith of Agency, its officers, employees, partners, agents, subcontractors or other representatives.
- B. Agency agrees to defend, indemnify and hold County harmless from any and all claims, liabilities, expenses, losses, costs, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of any loss, damage (except for normal wear and tear), or destruction of County property.

- C. In the event that any County property is lost, damaged (except for normal wear and tear), or destroyed, then County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

27. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES

- A. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- B. Furthermore, in accordance with Section 220-e of the New York State 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, Agency agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin:
 - i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
 - ii. discriminate against or intimidate any employee hired for the performance of work under this contract.
- C. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Agency agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:
 - i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
 - ii. discriminate against or intimidate any employee hired for the performance of work under this contract.
- D. Agency 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.
- E. If this Agreement involves the sale or rental of property, Agency specifically agrees to abide by all applicable provisions of federal and state laws and regulations, as applicable to sale or rental of the property. With respect to any

sale of the property and selection and treatment of tenants, Agency shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status or marital status.

28. SECULAR PURPOSE

- A. Agency agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.
- B. Additionally, Agency agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in providing services pursuant to this Agreement it will:
 - i. not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion;
 - ii. not discriminate against any individual or entity, seeking to participate or participating in any program or activity of this Agreement and will not limit the programs and activities or give preference to persons, on the basis of religion; and
 - iii. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement or any other Agreement with County.

29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

- A. Agency certifies and warrants that all wood products to be used under this Agreement, if any, will be in accordance with, but not limited to, the specifications and provisions of New York 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.
- B. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Agency will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165.

- C. Any use of tropical hardwood must meet with the exception requirements of State Finance Law §165(2)(d)(iii), as established by Agency and upon the approval of County; otherwise, the bid or proposal may not be considered responsive.

30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH NOTIFICATION ACT

Agency shall comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

31. COMPLIANCE WITH EXECUTIVE ORDER 38

Agency is and shall remain in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found here: <http://www.executiveorder38.ny.gov/>.

32. COMPLIANCE WITH PROCUREMENT LOBBYING LAWS

To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, Agency certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or incomplete, County may terminate this Agreement by providing written notification to Agency in accordance with the terms of this Agreement.

33. COMPLIANCE WITH IRAN DIVESTMENT ACT

- A. Agency certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>
- B. Agency further certifies that in the performance of this Agreement, it will not utilize any subcontractor that is identified on the Prohibited Entities List. Agency agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Agency also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by County.
- C. During the term of the Agreement, should County receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Iran

Divestment Act (State Finance Law §165-a) within ninety (90) days after the determination of such violation, then County agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Agency in default.

- D. County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

34. FORCE MAJEURE

Other than the strike, lockout, labor strife or troubles of Agency or Agency's subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of: war; blockade; revolution; insurrection; civil commotion; riot; mobilization; act of God; plague or other epidemic; fire; flood; obstruction of navigable waters by ice or other obstruction at any port; acts of the public enemy; any unforeseeable material or transportation or utility shortage or curtailment; governmental order, decree or regulation; then each party suffering from such condition may be excused from performance during the continuance of any such condition and for so long as such condition shall prevent, hinder or delay performance. However, in the event the condition shall continue longer than one (1) year in duration, or earlier upon Agreement of the parties, and provided that neither party has performed, the parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, that party must be made whole as the situation dictates.

35. TERMINATION

- A. County may, by ten (10) days written notice to Agency, terminate this Agreement in whole or in part at any time:
 - i. for County's convenience;
 - ii. upon the failure of Agency to comply with any of the term(s) or condition(s) of this Agreement; or
 - iii. upon Agency becoming insolvent or bankrupt.
- B. Upon termination of this Agreement, Agency shall comply with any and all County closeout procedures, including, but not limited to:
 - i. Accounting for and refunding to County within thirty (30) days, any unexpended funds which have been paid to Agency pursuant to this Agreement; and

- ii. Furnishing within thirty (30) days an inventory to County of all equipment, appurtenances and property purchased by Agency through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.
- C. In the event County terminates this Agreement in whole or in part, County may procure, upon such terms and in such manner as deemed appropriate, goods and/or services similar to those so terminated, and Agency shall continue the performance of this Agreement to the extent not terminated hereby.
- D. If this Agreement is terminated in whole or in part for other than the convenience of County, any goods and/or services procured by County to complete the performance of this Agreement shall be charged to Agency and/or set off against any sums due Agency.
- E. Notwithstanding any other provision of this Agreement, Agency shall not be relieved of liability to County for damages sustained by County by virtue of Agency's breach of the Agreement or failure to perform in accordance with applicable standards. County may withhold payments to Agency for the purposes of set-off until such time as the exact amount of damages due to County from Agency is determined.
- F. The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

36. GENERAL RELEASE

The acceptance by Agency or its assignees of the final payment under this Agreement, (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Agency arising out of the performance of this Agreement.

37. SET-OFF

- A. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Agency:
 - i. under this Agreement;
 - ii. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or
 - iii. from County by operation of law.

- B. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

38. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of New York without giving effect to its conflicts of laws principles. Agency shall render performance under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time each aspect of the performance is rendered.

39. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

40. BUSINESS AUTHORIZATION AND REGISTRATION; SERVICE OF PROCESS

- A. Agency shall be properly authorized and registered to do business as required by the laws of the State of New York applicable to Agency's business entity type.
- B. Regardless of the propriety or legality of registration status, as a condition of contract, Agency agrees to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Agency consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Agency's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Agency shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change of address to which service of process can be made. Service by County to the last known address shall be sufficient.

41. NOTICE

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - i. via certified or registered United States mail, return receipt requested;
 - ii. by facsimile transmission;
 - iii. by personal delivery;
 - iv. by expedited delivery service; or
 - v. by email.

- B. Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

County

Name: Rachel Wilson

Title: Executive Director

Address: Orange County Youth Bureau, 18 Seward Ave., Middletown, N.Y. 10940

Phone Number: 845-615-3620

Fax Number: 845-346-1170

Email Address: rwilson@orangecountygov.com

Agency

Name:

Title:

Address:

Phone Number:

Fax Number:

Email Address:

- C. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- D. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving ten (10) calendar days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

42. SURVIVAL

The rights and obligations under Sections 7, 8, 11, 13, 17, 18, 19, 21, 22, 23, 24, 25, 26, 30, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 shall survive the termination of this Agreement.

43. MODIFICATION

- A. No modification(s) of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any additional scope of work, the County Executive, or his or her

designee, after consultation with the Department Head, executes a modification to this Agreement, which specifically sets forth the additional scope of work; the amount of compensation; and the extension of the time for performance, all as may be applicable to the change in scope, at County's discretion.

- B. Unless otherwise specifically provided for in the modification(s), the provisions of this Agreement shall remain in full force and effect and applicable to the modified scope.

44. BINDING

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, once approved as per the terms and conditions of this Agreement.

45. SEVERABILITY

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

46. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

COUNTY OF ORANGE

NAME OF VENDOR

Stefan ("Steven") M. Neuhaus
County Executive

Name:

Title: _____

DATE _____

DATE _____

EXHIBIT "A"

a) Exhibit A shall include the following documents which are attached and incorporated into this Agreement:

1. Addendum to the RFP issued on
3. Orange County Youth Bureau's 20__ Request for Proposals for funding available from New York State Office of Children and Family Services Youth Development Program (YDP), Runaway & Homeless Shelter Part I (RHYA), Orange County Solutions Grants (S) issued on August 15, 2013 ("RFP")
4. Agency's completed Parts II and V of the RFP and, if Agency has any subcontractor(s), Part V completed by Agency's subcontractor(s) ("Proposal")

b) Nothing contained in the Vendor's Proposal shall constitute a waiver to any other requirement of the Agreement or the RFP. In the event of any conflict or inconsistency between the Agreement itself and any other requirement in the attachments listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter, however, the most recent version of the Agreement, as may be amended, will ultimately be controlling.

EXHIBIT "B"

1. Cash Receipts

Record which details source and amount of each deposit needs to be kept on file. All checks and monies received must be deposited in a timely manner.

2. Cash Disbursements

All expenditures must be made by check with NO check made payable to cash or petty case. All checks must be made to the vendor involved. A cash disbursement record must be maintained showing each check number, amount and categorized as to expense, for example: payroll, (gross, each deduction, net), telephone, travel, taxes, supplies, foods, etc.

No bills may be paid unless accompanied by a receipt. Each receipt must show date received, and the vendor selling the goods or rendering the service, with address and signature of the vendor.

3. Travel Expenses

Travel will not be reimbursable for outside the County except where prior approval by the Director of the Youth Bureau.

EXHIBIT "C"

Legal Assurances

By executing this Agreement, Agency certifies that it is in compliance with the following Legal Assurances as set forth in the New York State Office of Children and Family Services, Local Commissioners Memorandum, 11-OCFS-LCM-10 ("LCM"). If there is any inconsistency between the assurances set forth below and those listed in the LCM, as may be modified, the LCD shall control.

- A. Agency shall operate in full conformance with applicable federal, state, and local fire, health, safety and sanitation, and other standards prescribed in law or regulations. Where County is required to provide licensure for provision of services, Agency shall obtain and keep current such required license(s).
- B. Agency shall operate each program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons who are handicapped to the extent required by law.
- C. Benefits and services available are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964 (as amended).
- D. The activities covered serve only those individuals and groups eligible under the provisions of the applicable state and federal statutes.
- E. There is in operation a system of fair hearings and grievances under which applicants for or recipients of services and care may appeal denial, exclusion, reduction, termination, or choice of services/care; mandatory nature of service/care; or failure to take timely action upon an application for services/care.
- F. Adequate and timely notice is provided to applicants for and recipients of services and care as required NY 18 NYCRR 407.5(h) (2) (I).
- G. Title XX-funded services are available to eligible individuals in every geographic area within County's Social Services District. Where different services are made available to a specific category of individuals in different geographic areas, services are available to all eligible individuals in that category who reside in that area.

EXHIBIT "D"

Exhibit "D" is comprised of the attached and incorporated New York State Office of General Services Appendix A Standard Clauses for New York State Contracts.

SAMPLE

RESOLUTION NO.: 197 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$8,760.00 REQUIRING NO CITY MATCH
FOR THE 2018 YOUTH SOCCER PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$8,760.00 for a Youth Soccer Program consisting of a fall/spring outdoor season and a winter indoor season; and

WHEREAS, funds will be utilized for the costs of referees, gym rental, and equipment; and

WHEREAS, no City matching funds is required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$8,760.00 requiring no City match for the 2018 Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.



Orange County Youth Bureau 2018 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
 - Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 30, 2017

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. **NO HANDWRITTEN FORMS WILL BE ACCEPTED.**

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page

Program Title: City of Newburgh Youth Soccer Program		QYDS/Program ID# (County Use Only):	Program Year: 2018
FUNDING INFORMATION			
(County Use Only): ☐ NO Revisions Required ☐ Revisions Required			
FUND AMOUNTS		AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)	
Total Program Amount: MUST Match Budget Pages. 26,370		1. Last Name, First Name: Ciaravino, Michael Title: City Manager Email: mciarvino@cityofnewburgh-ny.gov 2. Last Name, First Name: Mack, Kathryn Title: Comptroller Email: kmack@cityofnewburgh-ny.gov	
Funds Requested: MUST Match Budget Pages. 8,760			
[County Use Only]: Funds Awarded and Category: \$ Total Program Amount based on Funds Awarded: \$			
60% State Aid [RHYA Programs ONLY]	% Tax Match [RHYA Programs ONLY]		
% Agency Cash:[RHYA Programs ONLY]	% In Kind [RHYA Programs ONLY]		
AGENCY/MUNICIPALITY INFORMATION:			
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations			
Federal ID #: 14-6002329	Charities Reg.#:	Last Name: Stanton First Name: Derrick Title: Recreation Director	
Agency Website: www.cityofnewburgh.recdesk.com		Phone Number(s): 845-569-7374 Fax Number: Extension: E-Mail: dstanton@cityofnewburgh-ny.gov	
Implementing Agency/Municipality: City of Newburgh		FISCAL Contact, Phone, & Email (May or may not be individual who signs claims): Derrick Stanton (845) 569-7374	
Mailing Address: 83 Broadway			
Address Line 2:			
City: Newburgh	State: NY	Zip Code: 12550	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL		PERIOD OF ACTUAL OPERATION:	
Last Name: Kennedy	First Name: Judy	FROM: 1/1/2018	TO: 12/31/2018
Title: Mayor		HOURS OF ACTUAL PROGRAM OPERATION:	
Phone Number(s): 854-569-7303		FROM: 6:00pm TO: 9:00pm	
Fax Number: 845-569-7370		☐ Daily ☐ Other (Explain)	
E-Mail: jkennedy@cityofnewburgh-ny.gov			

Check if: ☐ Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☐

If yes, please list the designation(s) and the certifying entity(ies): _____

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau **RFP YB 01-2018** and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and
- **he or she is duly authorized to submit the proposal on behalf of the business entity noted above.**

Signature: _____

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: **6/29/17**

Orange County Youth Bureau Universal Program Application

Life Area CHOOSE ONE	Goal ONE GOAL PER LIFE AREA	Objective ONE OBJECTIVE PER GOAL	OCFS 5003 – see Part IV of V for coding. Services, Opportunities, and Supports (SOS) ONE SOS THAT BEST DESCRIBES YOUR PROGRAM.
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 211 Children and youth will be physic 2. Click Here	1a. 0232 Year Round/Seasonal Activities 1b. Click Here 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 4 CVC Citizenship	☐ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 6 COM Community	☐ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

According to NeighborhoodScout.com, the City of Newburgh is above the national average in all violent crimes (murder, rape, assaults, and robbery). Newburgh is also a hotbed for illegal drug activity and gang violence. Children age 3-13 are prime targets for this type of destructive behavior. The City of Newburgh Recreation department has not run any youth sports programs in over 10 years. Additionally the department has virtually no equipment to run an effective program. Only those residents who have enough money to afford transportation to other towns have been able to have their children participate in youth sports. With a large number of City of Newburgh residents living in poverty, this leaves a large segment of the population not provided for recreationally. This soccer program will encompass the life areas of Physical and Emotional Health and Citizenship and focus on keeping kids off the streets, providing an environment that fosters positive interactions, and keeping them away from negative influences.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls ages 3-13 years who reside in the City of Newburgh and the Newburgh Enlarged School District. The large majority of this population is from low income, single-parent households, who are prime targets for gangs and other negative organizations. This area has a population that is 50% Hispanic. The game of soccer is very popular with this demographic and to have no programs available to them is a shame. Additionally, sports in the Hispanic community is a family activity. Parents actively seek volunteer opportunities to coach their children and support the sports programs that they participate in.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

Our soccer program focuses on keeping our players in a safe and nurturing setting that offers physical and emotional health, and an environment that enhances their citizen skills by providing opportunities to foster positive interactions with peers and adults alike. Our coaches will be positive role models for the players on their teams. The players will have practices once a week and one to two games a week both indoors and outdoors depending on the season. At the practices our coaches work on soccer skills, as well as teamwork which will help our players not only get better in the sport, but they also learn the teamwork skills that will help them in their daily lives. Players will be responsible for showing up to practices and games on time or risk losing playing time or the opportunity to play at all. Players will also be issued a league uniform that they must maintain throughout the season and will only be allowed to play in a game with that uniform.

Orange County Youth Bureau Universal Program Application

Program Offering Summary

Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	City of Newburgh Youth Soccer Program	Program Address:	401 Washington Street, Newburgh, NY

How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____

Other Quality Measures, i.e. retention rate, Hrs. of training: _____

How much? (use whole numbers)

Total # of Participants: <u>60</u>	Gender: Male: <u>50</u> Female: <u>10</u>	Age: 0-4: <u>25</u> 5-9: <u>35</u> 10-14: _____ 15-17: _____ 18-20: _____ 21+: _____
------------------------------------	---	--

Ethnicity: White: 10 Black or African American: 10 Hispanic or Latino: 10 American Indian or Alaskan Native: _____

Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: 10

Target Population: (estimate projected whole numbers of youth for each category)

General: 55 Aging out of Foster Care: _____ Children of Incarcerated Parents: 5 Juvenile Justice Re-entry Youth: _____

Runaway/Homeless: _____

Is anybody better off?

PARTICIPANT OUTCOMES (Max 3) Change in knowledge, skills or behavior due to participating in program.	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes.	PERFORMANCE TARGETS FOR EACH OUTCOME # <u>and</u> % of youth who will reach each listed outcome.	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured? **Unless a drop in program, attendance is not an outcome measurement
1. Participants will benefit from playing in our soccer program primarily by learning how to play soccer correctly participating in an alternative to the negative activities of the streets of Newburgh. 2. Players will also learn that they will be able to perform better by working hard in practice, taking care of their bodies, eating right, and getting proper sleep. 3. Players will see how teamwork leads to achievement on the field.	1. Players will be required to attend weekly practices and games. 2. Players will be required to work hard and follow team and league rules in order to continue participation in our program.	1. As a program catered to youth 7 years and below our performance targets are that 90% of participants learn the two most basic rules of soccer; No Hands and Out of Bounds. 2. 70% of all participants will be able to successfully perform a skill learned during practice on in a game. 3. 50% of all players grasp an understanding of the roles and responsibilities of the different positions on the soccer field.	1. Skill based pre-test at the beginning of the program and a post-test at the end. 2. In-season skills assessment during games.

AGENCY PROGRAM PROFILE**PROGRAM SUMMARY:** (100 word maximum)

The City of Newburgh Youth Soccer Program currently consists of a fall/spring outdoor season and a winter indoor season. The program is comprised of 2 divisions of boys and girls age 3-7 years. Games are held at the Delano-Hitch Park during the fall season and Heritage Middle school; both located in the City of Newburgh. Seasons vary from 7 to 10 weeks in length. Uniforms will be provided to all players. Awards will be provided at the end of the season. All games will be officiated by certified officials, except for Kinder games. Coaches are volunteers from the community. The Recreation Department ensures that all coaches have a background check and receive certification from the National Association of Youth Sports.

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? (Include policies, procedures, activities)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our soccer program offers a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the program. We do not tolerate any unsafe behavior, fighting, bullying etc. Our coaches and staff monitor our players and spectators closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our soccer program are broken down by age so there is less of a chance of injury due to older players playing with younger players, as well as reduced chance for bullying from older players to the younger players. We have a clear set of rules and behaviors that are entrenched in our coaches in their training, who in turn will go over the rules at their first practice. These rules are then enforced by Recreation Staff and Referees throughout the season.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All of our Recreation Staff and coaches are trained to interact with all of the players. This allows staff and coaches to gain the trust of players, who in turn feel secure and cared for. However, we still enforce published rules and regulations for the good order of the program that all players must follow. All information about the soccer program will be communicated by coaches to the players and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	The City of Newburgh is fortunate to have people from a multitude of races and cultures live within its borders. All of our programs at City of Newburgh Recreation are open to all races, religions, genders, ethnicities, and sexual orientations; without question.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	Our soccer program offers rules for the good order and discipline of the league, as well as the individual expectations of players. These rules and expectations are entrenched in our coaching and recreation staffs who in turn pass them on to the players during practices and live game play
Support for Efficacy and Matterng (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Our coaches and staff are trained how their impact on these players is great and that they can make a real difference in their lives, and it is imperative that the impact is a positive one. Coaches will not only conduct team practices, but also give players individual drills that they can practice outside of practice to improve their performance. Players that take the time to work outside of practice should see marked improvement over the course of the program.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our soccer program provides many opportunities for skill building. Besides learning the fundamentals of soccer, the coaches also teach teamwork, hard work, and a never quit attitude.
Integration of Family, School and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We strive to integrate family, school, and community efforts by working with the parents to guide the players to do well in school, and stay out of trouble in the community, so they can continue to play in our program. We also seek parent-coaches as much as possible and have a strong working relationship with the school district athletic director..
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.	The Recreation Director is overall in charge of the soccer program, to include all of the staff and coaches. However, there will be a recreation coordinator responsible for the conduct of the soccer program. The recreation coordinator will attend all program sessions (practice/games) and give the recreation director a weekly update; at a minimum. The recreation director will periodically stop by the programs to spot-check things as well.
valuation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned. Describe the process to be used to evaluate the attainment of the objectives/outcomes. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how	At the end of the program coaches, parents and players are given evaluations in order to provide feedback on their experience. We read all of the evaluations and take very seriously all comments and make appropriate changes if they are warranted.

PROGRAM LOGISTICS SUMMARY**Agency Name:** City of Newburgh**Program Name:** Yth Soccer Program**Site 1:** Facility Name: **Delano-Hitch Recreation Park**Address: 401 Washington Street, Newburgh, NY 12550Program Offering/Component Name: Youth SoccerOperation Period: 01/01/2018 to 12/31/2018 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☒T ☐W ☒Th ☒F ☐Sa ☐SuTimes: 6:00pm to 9:00pm

Summer Schedule:

☐M ☒T ☐W ☒Th ☒F ☐Sa ☐SuTimes: 6:00pm to 9:00pmTotal Number of Youth: 60 AGE RANGE: 3 to 9Average Attendance: 60Total Number of Adult Participants (21+) 0**Site 2:** Facility Name: **Heritage Middle School**Address: 405 Union Ave, New Windsor, NY 12553Program Offering/Component Name: Youth SoccerOperation Period: 01/01/2018 to 12/31/2018 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☒T ☐W ☒Th ☒F ☐Sa ☐SuTimes: 6:00pm to 9:00pm

Summer Schedule:

☐M ☒T ☐W ☒Th ☒F ☐Sa ☐SuTimes: 6:00pm to 9:00pmTotal Number of Youth: 60 AGE RANGE: 3 to 9Average Attendance: 60

Total Number of Adult Participants (21+) _____

Site 3: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: _____ / _____ / _____ to _____ / _____ / _____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

Site 4: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: _____ / _____ / _____ to _____ / _____ / _____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Orange County Youth Bureau Universal Program Application

Total Number of Youth: _____	AGE RANGE: _____ to _____	Average Attendance: _____
Total Number of Adult Participants (21+) _____		

Orange County Youth Bureau Universal Program Application

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES			
Program Name: Newburgh Summer Playground			
POSITION/TITLE* (Specify paid personnel vs. paid consultants vs. volunteer)	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Recreation Coordinator: Paid	Recreation Director	Sixty college credits from a NYS registered college or university in recreation, sports management or related field or graduation from a high school or possession of a high school equivalency diploma and two seasons of paid or volunteer experience conducting recreational activities, or two semesters of experience as a teaching assistant, teacher aide or coach working in a classroom or gymnasium setting.f age or older. Wilderness CPR and First Aid Certified.	Coordinates and administers the soccer program. Schedules and directs games. Assigns work activities for seasonal recreation staff; Requisitions, distributes and keeps records of equipment, materials and supplies; Inspects equipment for safety and proper maintenance; Keeps records and prepares reports.
Recreation Laborer: Paid	Recreation Coordinator	Valid driver's license. Able to lift 50lbs. Have ability to carry out duties with minimal supervision.	Assists in the set-up for soccer games/practices. Assists in clean-up during and after games/practices.
Referee: Paid	Recreation Coordinator	Referee Certification	Maintains good order and discipline by enforcing game and league rules.

***For Each Paid Position: Titles Must Be Exactly the Same as on the Total Budget & Personnel-Time/Payment pages**

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
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**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☐ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☐ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Print Name: Michael Ciaravino

Title: City Manager

Date:
6/29/17

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Applicant must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Applicant" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Applicant fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Applicant that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Applicant is necessary to protect public property or public health safety, and that the Applicant is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Applicants.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Applicant certifies as true under the penalties of perjury that:

By submission of this proposal each Applicant and each person signing on behalf of any Applicant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Applicant is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Applicant cannot make the certification, the Applicant shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Applicant who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE: 6/27/17

SIGNATURE: _____

NAME: Michael Ciaravino

TITLE: City Manager

BUSINESS NAME: City of Newburgh



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2018

Submitted as part of Original RFP

6/29/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

Youth Soccer Program

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Recreation Coordinator (1)	\$28.00	H	\$8,064.00	\$0.00
Recreation Laborer (1)	\$19.26	H	\$5,546.88	\$0.00
TOTAL SALARIES AND WAGES			\$13,610.88	\$0.00
TOTAL FRINGE BENEFITS				
TOTAL PERSONAL SERVICES (1)			\$13,610.88	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Referees Winter Session	\$30.00	Game	\$720.00	\$720.00
Referees Spring Session	\$30.00	Game	\$720.00	\$720.00
Referees Fall Session	\$30.00	Game	\$720.00	\$720.00
TOTAL CONTRACTED SERVICES (2)			\$2,160.00	\$2,160.00
TOTAL MAINTENANCE & OPERATION (3)			\$10,600.00	\$6,600.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
TOTAL FACILITY REPAIRS (4)		\$0.00

NEEDS TO MATCH APPLICATION COVER PAGE TOTAL PROGRAM AMOUNT

\$26,370.88

NEEDS TO MATCH APPLICATION COVER PAGE + TOTAL YOUTH BUREAU FUNDS REQUESTED

\$8,760.00

Cost per Participant *Enter the Total Number of Participants to be served

# of youth participants (up to 21)	0	# of adult participants (21+)	0
Total Budgeted Cost per Participant	0	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	0	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
- ☐ Allocation is different from the Request, Total Program Amount the same
- ☐ Allocation is different from the Request, Total Program Amount is different
- ☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/29/2017

YB to complete
Program ID:

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: Youth Soccer Program

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

Consumable Supplies (List in space at right).....
Maintenance/Equipment Repairs (List in space at right)....
*Equipment Rentals (List in space at right).....
*Equipment Purchases (List in space at right).....
Space Rentals (Indicate Rate/Basis/Type at right)
Travel (Includes Mileage Rate @ \$0.____ per mile)
Insurance (List type in space at right).....
Utilities and Telephones
Other Costs (List in space at right).....

3. TOTAL Maintenance and Operation:

Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$5,400.00	\$5,400.00	Gym Rental for Winter and Fall
\$1,200	\$1,200	Balls, Cones, Nets, Ball Bags
\$4,000.00	\$0.00	Uniforms and trophies
\$10,600.00	\$6,600.00	

*Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



OTHER REVENUE SOURCES

Program Name:

NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM TO
Orange County Youth Bureau	County/State	\$8,760.00	Rachel Wilson, 845.615.3620	01.01.2018-12.31.2018
City of Newburgh	City	\$17,610.00	Derrick Stanton, 845 569-7374	1/1/2018 to 12/31/2018
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
	TOTAL:	\$26,370.00		

**** The TOTAL (Column D) needs to match TOTAL PROGRAM AMOUNT on Program Budget form AND Application Cover Page."**



Orange County Youth Bureau 2018 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 30, 2017

PART I

Background, Requirements, Application Instructions and Scoring Rubric

You must submit ONE PAPER ORIGINAL AND TWO PAPER COPIES of the required application documents by June 30, 2017 to:

Hand delivery, FedEx and UPS:

James P. Burpoe, Commissioner
Orange County Dept. of General Services
22 Wells Farm Road
Goshen, NY 10924

US Postal Service:

James P. Burpoe, Commissioner
Orange County Dept. of General Services
P.O. Box 218
22 Wells Farm Road
Goshen, NY 10924

Projected Timetable of Key Events

Event:

Request for Proposals Released
Submittal of Questions, in writing Deadline
(See Youth Bureau's website for previously asked questions from past RFPs.)

Addendum Issued

Proposals Due

Competitive Awards Announced (tentative)
Contract Start Date

Date:

6/2/17
6/9/17
6/16/17
6/30/17 – 4:00 PM EDT
10/27/17
1/1/18

Inquiries

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Applicant during the procurement process. An Applicant is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is the Commissioner of General Services or his representative, telephone (845) 291-2792. Applicants responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

SECTION ONE: BACKGROUND

1.1 Introduction

A. The Orange County Youth Bureau is pleased to request applications for funding to support programs for Orange County youth age 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

B. The Orange County Youth Bureau administers Youth Development Program (YDP) and Runaway & Homeless Shelter Part I (RHYA) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars.

C. Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County 2011-2016 Children and Family Services Plan.

1.2 Funding Available and Purpose

A. Funding Available

The amount of funding will be subject to the availability of annual State and County appropriations, which have not yet been made. In awarding funds, all 2018 applications are considered new and competitive. In 2017, Orange County Youth Bureau funding of approximately \$500,000 was available to award to eligible Applicants through the Competitive funding process. Once again, the County anticipates that this grant competition will be highly competitive. Matching funds are not required but encouraged.

B. Purpose & Priorities

The purpose of the Orange County Youth Bureau is to promote positive youth development across systems and to develop, fund, and monitor programs that improve the quality of life for children, youth and families. To carry out the mission of the Youth Bureau, funding is targeted towards the Touchstone Life Areas. Please refer to Part III of this RFP, the Orange County 2011-2016 Children & Family Services Plan (CFSP), for information on prioritized Goals, Objectives, and Strategies that applications should seek to address through proposed programming. *Note this plan was extended an additional year, through 2017, by the New York State Office of Children and Family Services.

1.3 Key Information

Please note the following highlights of the 2018 Orange County Youth Bureau Request for Proposals:

- A. **Organizations who wish to apply for funding for more than one program offering must complete a full application for each proposed program.**
- B. To meet the County's deadline for its 2018 competition, one original and two copies of the application must be submitted to General Services by 4:00 PM EDT June 30, 2017 to be eligible for funding. This includes the Cover Page with original signature, Part II (Application Forms) **and** Part V (Fiscal Documents).
- C. **Questions on the RFP must be submitted in writing by June 9, 2017, 4:00 P.M. prevailing time.** Questions received after this time may not be addressed. Questions should be sent to the Department of General Services by either email to generalservices@orangecountygov.com or faxed to the Department of General Services at (845) 291-2797. **No questions will be entertained by any other means** (with the exception of technical questions on electronic forms, see Section 2.1. below). An addendum responding to the questions will be issued on or about June 16, 2017. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Applicants. Questions will not be responded to individually.
- D. There is no minimum/maximum funding amount that can be requested. However, the County reserves the right to place a cap on funding in each contract award.
- E. Though matching funds are not required, the strongest proposals will demonstrate support from other sources in addition to the Youth Bureau.
- F. **Programming and/or services must be provided within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.
- G. If a municipality chooses to charge a fee for youth enrollment, it must accommodate any youth who is unable to pay the fee by either offering scholarships, a tiered fee schedule or waiving the fee. There must be a clear, written policy in place and available to youth, families, and the Youth Bureau for review. The municipality operating a recreational program is responsible for the collection of, setting of and reporting of the fee charged. Additional policies and procedures regarding municipal recreation fees can be found in the Youth Bureau Policies and Procedures Manual found on the website at www.orangecountygov.com/youthbureau.

1.4 Term of County Contract

Successful programs will be given a 12-month contract with a start date of January 1, 2018.

1.5 Eligible Applicants

The following organizations are eligible to apply for funding through this RFP: not-for-profits, secular and faith-based, organizations operating in Orange County; Orange County municipalities; and partnerships or consortia consisting of the foregoing. Applicants that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

1.6 General Program Requirements

- A. Organizations may apply for funding for more than one program. Full applications are required for each program proposed.
- B. Programs must provide direct youth and/or family service activities.
- C. Administrative costs may not be more than 15 percent of the total program budget and must be allocated in the budget attachment.
- D. Applicants are required to have reliable access to electronic mail and the Internet as part of their grants. Communications and reporting requirements are frequently completed through the Internet and electronic mail. Applicants without access to computers and additional hardware and software must demonstrate how they will meet these requirements.
- E. Applications must be collaborative in nature and not duplicate or compete with other programs in the Applicant's respective community. Applications with more than one partner must define the lead agency and its responsibilities, as well as the responsibilities of each partner agency. Addenda from partners and other support information **cannot** be attached. All support must be demonstrated within the Applicant's program narrative.

SECTION TWO: APPLICATION SUBMITTAL & FUNDING CONSIDERATIONS

2.1 Application Submittal Process

- A. Application Submission
 - 1. It is highly recommended that you begin the application at least three weeks before the deadline. This will allow time to address any technical issues prior to the application deadline.
 - 2. Complete each required form in Part II, Required Application Forms and Part V, Fiscal Documents. **Handwritten applications will not be accepted.** Incomplete applications may be discarded.
 - 3. The **only** attachments that are **required** and that will be accepted are:
 - **Part II of V:** Board List Attachment, Iran Divestment Certification, and Non-Responsibility Disclosure

- **Part V OF V:** Financial Documents (Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page)
- A copy of agency's most recent **FULL** A-133 Audit or municipality's most recent Certified Financial Statement
- Applicable certificates of authority/incorporation/partnership/dba, etc.

B. Electronic Forms Technical Issues:

Contact the Department of General Services at (845) 291-2792 or generalservices@orangecountygov.com prior to the application due date to explain and resolve the issue.

C. Copies and Delivery Information

ONE ORIGINAL AND TWO COPIES OF THE APPLICATION, INCLUDING COVER PAGE WITH ORIGINAL SIGNATURE, along with the rest of PART II, REQUIRED APPLICATION FORMS, AND PART V, FISCAL DOCUMENTS MUST BE SUBMITTED TO GENERAL SERVICES BY 4:00 PM BY JUNE 30, 2017.

Hand delivery, FedEx and UPS:

James P. Burpoe, Commissioner
Orange County,
Dept. of General Services
22 Wells Farm Road
Goshen, NY 10924

US Postal Service:

James P. Burpoe, Commissioner
Orange County,
Dept. of General Services
P.O. Box 218
22 Wells Farm Road
Goshen, NY 10924

D. Other Requirements

1. Applicants should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their proposal. Regardless of the propriety or legality of registration status, as a condition of contract, the Vendor shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Vendor consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Vendor's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Vendor shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.
2. The County encourages submission of proposals by certified Minority- and Women- Owned Business Enterprises (MWBE).

3. A Non-Collusion Certification is included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
 4. A Disclosure of Non-Responsibility Determination is included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
 5. An Iran Divestment Act Certification included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
- E. Supplier Forms are included in this RFP. Applicants that have not contracted with the County of Orange in the last twelve (12) months must submit completed and executed Supplier Forms prior to execution of a contract by the County.
- F. Applicants awarded a contract will be required to complete Pay to Play forms, in the same form as the template found in Section 6 of this Part I of this RFP in the timeframe, if any, indicated in this RFP. For those contracts the law applies to, the law requires the County to run any contractor's name *and various names associated with such contractor*, through a campaign donor database **before the contract is awarded**. As a result, you will need to supply particular information to the County relative to those personal or business relationships the contractor has. If you are selected by the County to contract with, Forms A, B and C will then be required with your signed contract.
- G. Applicants awarded a contract agree to execute the contract in the same form as the template found in Section 7 of this Part I of this RFP in the timeframe, if any, indicated in this RFP.

2.2 Selection Criteria

- A. Proposals will be reviewed by Youth Bureau staff using the following criteria:

CATEGORY	PERCENTAGE
Program Design	50%
Organizational Capability & Experience	30%
Budget & Budget Adequacy	20%

B. With respect to Program Design, the County may consider factors including, but not limited to: program location; primary service or Life Area; innovation; geographic, demographic, and programmatic diversity across programs; and whether a program serves a rural, high poverty, and/or economically distressed areas.

C. With respect to Organizational Capability & Experience, the County may consider any information or records the Applicant submitted in its proposal or that the County has in its system of records in connection with previous business including but not limited to Program Reports, Expenditure Reports, Program Monitoring Tools, Audits, quality and timeliness of

reporting, compliance with County or program policies. Past performance and other factors may also be used as a consideration in funding decisions.

D. Each application will be reviewed by Youth Bureau reviewers. Scores will be recorded and averaged. Once the process is complete, all raw scores will be considered final. Applicant scores and pertinent information will be charted and rank ordered by average score, from the highest scoring applications to the lowest.

2.3 Competitive Recommendations/Funding

A. The ranked applications and the completed scoring chart are then submitted to the Youth Bureau Proposal Review Committee for review and to determine which proposals will be submitted to the full Youth Advisory Board for competitive funding consideration and a vote.

B. Funding may be subject to a cap based on the total amount requested by all Applicants, and the availability of funds. The County may also limit awards given to any agency and may only fund Continuation programs, based on availability of funds.

2.4 Additional Information, Interviews & Site Visits

The County may require any or all Applicants to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Applicant will have available for the performance of this contract. The County reserves the right to interview, any or all Applicants and/or visit any or all Applicant's sites during the evaluation of proposals by the Board Proposal Review Committee. If applicable, the County shall contact Applicants to arrange an interview the week of September 25, 2017 (which the County may require to be held at County offices) and/or a site visit of Applicant's facilities at any time during the evaluation process. Applicants are reminded to include their best technical and price terms in their initial application and budget and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final budget page. The County may award the contract without interviews and/or site visits for any or all Applicants, if deemed to be within the best interests of the County.

SECTION THREE: APPLICATION INSTRUCTIONS

3.1 General Information for Applicants

A. Applications must be submitted to the Orange County Department of General Services by 4:00 PM on June 30, 2017. Cover Page with original signature, along with the rest of Part II, Required Application forms, and Part V, Fiscal Documents, and two copies MUST be received in hard copy. The acceptance of late or incomplete submissions will be at the discretion of the Orange County Youth Bureau.

B. Applicants are advised to use the application instructions in conjunction with Part III of this RFP, the 2011-2016 Children and Family Services Plan (CFSP), and Part IV of this RFP, the 5003 Coding Document, to complete the application.

3.2 Instructions for completing Part II of this RFP - the Application (page numbers refer to the pagination in Part II of this RFP):

- A. Cover Page (page 2)
- Enter all requested information. You **MUST** include email addresses and fax numbers where indicated. Per OCFS, the Fiscal Contact may OR may not be the same person who signs claims. **Blank spaces will be considered INCOMPLETE.**
- B. Services, Opportunities, and Supports (SOS) (page 3) and Children and Family Services Plan (CFSP) Narrative (page 4)
1. SOS (page 3) – See Part IV, 5003 Coding Document
 - Check the *Life Area(s)* your proposed program most closely aligns to (only ONE).
 - Next to selected *Life Area*, check the appropriate *Goal (one)*
 - Next to selected *Goal*, check the appropriate *Objective (one)*.
 - Next to selected *Objective*, check which *Services, Opportunities, and Supports* are the primary focus of your proposed program (maximum of ONE should be chosen).
 2. CFSP (page 4) – See Part III, Children and Family Services Plan
 - Use quantitative and qualitative data to demonstrate the need in the Life Area(s) the proposed program will address; this includes statistical data. Cite data sources.
 - Describe who will be utilizing your proposed program and where they live and/or go to school; give other identifying characteristics, such as risk and protective factors.
 - Explain how your program will address Major Theme(s) and/or Strategies outlined in the CFSP. Link specific program activities to specific themes and/or strategies.
- C. Program Offering Summary (page 5)
1. Background on Program Quality Assessment
 - The Orange County Youth Bureau uses the New York State Office of Children and Family Services Program Quality Assessment (PQA) to monitor and evaluate funded programs. How the PQA is used can be summarized as follows:
 - The PQA is designed for use by an individual or team to examine, discuss, and plan to improve the quality of their youth program. The Orange County Youth Bureau uses the PQA as part of its monitoring practice and encourages organizations to use internally as a low stakes tool to guide ongoing quality improvement discussions.
 - The PQA draws upon elements of the Youth Program Quality Assessment (Youth PQA), a validated instrument, developed by the Weikert Center for Youth Program Quality and is structured around the 8 Features of Positive Youth Development as identified by the National Research Council. The 8

Features are defined in the Agency Program Profile Form in Part II of this RFP.

- The PQA consists of a set of score-able standards for best practices in afterschool programs, community organizations, schools, summer programs, and other places where youth have fun, work, and learn with adults. This instrument is meant for use as a program assessment. As such, methods recommended for scoring the tool are designed primarily to achieve adult learning ends for members who are reflecting on their own practice and planning for change. The PQA is part of a continuous process meant to improve program quality. Though rooted in youth development research, the PQA has not been subjected to evaluation for validation. For this reason, this tool is used with a low stakes accountability policy. The tool is structured with observational items listed at the top of the page, followed by Administrative Self Interview items, highlighted in gray.
- Programs may have average scores in each of the 8 Features from 1-5, with one being the lowest and five being the highest. Once scored, the Youth Bureau will meet with program administrators and staff to review the Features, celebrate successes, develop a plan for program quality improvement, and reflect on staff training needs and opportunities. You can find the NYS PQA on our website at www.orangecountygov.com/youthbureau.

2. To complete the Program Offering Summary:

- Complete Agency Contact Information;
- How Well: Project your target New York State Office of Children and Family Services Program Quality Assessment (PQA) Score and/or briefly describe any other ways your organization measures, monitors, and promotes staff and program quality.
- How Much: Enter projected number of participants served and demographic information. **You must maintain program records to report on this information on a quarterly and annual basis**
- Is Anybody Better Off?: Complete the four columns as outlined below:
- In the first column, a maximum of three Participant Outcomes. Participant Outcomes are the expected change in knowledge, skills, attributes, or behaviors a participant will experience as a result of participating in your program. Example: Youth will increase leadership skills. **Unless you are running a drop-in program attendance is NOT a Participant Outcome.**
- In the second column, list specific activities that youth will participate in that will help them achieve outcomes, i.e. skill building sessions, community service activities, etc...

- In the third column, project the number **and** percentage who will achieve expected outcomes. Example: 46 or 85% of youth will increase leadership skills.
- In the fourth column describe the instruments that will be used to measure your outcomes. These tools collect information and may include behavior checklists, attitude questionnaire, pre-/post-tests, etc. Give a brief description to help clarify what the tool will measure. **Unless you are running a drop-in program, attendance is NOT a measurement tool.**

D. Agency Program Profile (page 6)

- Provide a 100-word maximum summary of your Program in the box.

E. 8 Features of Positive Youth Development (pages 6-7)

- For each of the 8 Features, give specific strategies, policies and procedures of proposed program that address and provide for that feature. The Features are processes or “active ingredients” that programs should use to facilitate positive youth development. Please refer to the list of website resources listed at the end of these instructions for further guidance.
- For the Monitoring & Evaluation sections, explain how your organization will monitor and evaluate both the program and the staff. Refer to the definition of each Feature on the form to guide the development of your answer.

F. Program Logistics Summary (page 8)

- Complete Agency and Program Information requested at top of form.
- For each site, enter the Facility Name, Address, Program, Dates, Days, Times of Operation, Total number served at that site, average attendance expected per program session.

G. Personnel: Paid Staff and Paid Consultants and Volunteers (page 9)

- Complete each column including titles, who supervises that title, what qualifications/screenings are required, and what the specific job duties are for each title. Titles need to match those listed on the Budget Page and Personnel Time Payment Page in the Fiscal Documents (Part V of V).

H. Board of Directors (page 10)

- Complete this form, or attach a Board List, with all requested information. Blank spaces/missing information will render your application incomplete.

I. Budget, Budget Attachment, Personnel Time/Payment, and Other Revenue Sources [Part V of V]: **ALL LEAD APPLICANTS AND SUBCONTRACTORS (if applicable) MUST COMPLETE PART V:**

1. Complete the first Tab of the worksheet – **Program Budget:**

- Complete every section that applies to the proposed program, even if you are not requesting Youth Bureau funds for each line. Use the first column to show totals for the proposed program. Use the second column to show Youth Bureau requested amount.
- Personal Services: include all Position Titles relate to the proposed program. Titles need to match those listed on the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9.) Maintenance and Operations: if requesting M&O, complete second tab of worksheet.
- 2. Second Tab of the worksheet **Budget Attachment** (complete only if requesting M&O):
 - Use the first column to show program totals and the second to show Youth Bureau requested amount.
- 3. Third Tab of the worksheet **Personnel Time Payment Page** (complete only if positions are listed in the Personal Services portion of the Program Budget (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9.)
 - For each paid position, position titles must be exactly the same as on the Program Budget Page (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers (Part II of V, page 9)
- 4. Fourth Tab of the worksheet **Other Revenue Sources** (complete only if other funds, in addition to the funds requested from the Youth Bureau, are to be used towards the program.
 - Indicate other sources of funding that support the proposed program. Include amount requested from the Youth Bureau. The Total amount of funding should match your Total Program Amount on the Cover Page (Page 2) and the Program Budget (Part V of V, Tab 1).

K. Fiscal Capacity

- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.
- Applicants must attach applicable certificates of authority, incorporation, partnership, dba, etc.
- **Applications received without the above required documents will be considered incomplete.**

L. Certifications and Assurances

- Read complete, and provide original signature as indicated on Disclosure of Non-Responsibility Determinations and Iran Divestment Act Certification.
- If funds are to be awarded, signed Pay to Play forms will be required with the contract.

SECTION FOUR: WEB RESOURCES

<http://www.rcgd.isr.umich.edu/garp/articles/eccles04b.pdf>

http://www.forumforyouthinvestment.org/files/ForumFOCUS_Jul-Aug2003.pdf

<http://www.ccf.state.ny.us/initiatives/TouchstonesHome.htm>

http://managementhelp.org/evaluatn/fnl_eval.htm

SECTION FIVE: SCORING RUBRIC -SAMPLE-

Applicant Name:	# Served:	
Program Name:	\$ Request:	
Cost per youth:		
When does program operate (summer, school year, year round)?		
Community Served:		
Program Summary:		
KEY APPLICATION COMPONENTS	1-5	Comments
Application was received on time & to Gen. Services. (1 OR 5)		
1 original+2 copies of application were received. (1 OR 5)		
All instructions were followed correctly. (1 OR 5)		
Application is complete with no empty fields. (1 OR 5)		
Demonstrates a need in a CFSP identified Life Area		
Statistical evidence to support assumptions and statements.		
Describes program participants including, but not limited to gender, age range, community, school district(s), risk and protective factors, and other important characteristics.		
Connects program activities to CFSP themes and/or strategies.		
Demonstrates understanding of what outcomes are.		
Proposes realistic and measurable outcomes.		
Proposes adequate outcome measurement tools.		
Demonstrates 8 Features through appropriate policies, procedures, and program activities.		
Has appropriate monitoring procedures in place.		
Has appropriate evaluation procedures in place.		
Operates during out of school time hours and in accessible locations.		
Adequate staffing at reasonable costs for proposed activities.		
Has support, other than Youth Bureau funds, for the proposed program. (1 or 5)		
The budget includes detailed information and matches the staffing pattern and proposed activities.		
Program costs + cost per youth for service are reasonable.		
The proposal is clear, and concise.		
TOTAL SCORE (100 Max)	0	
NOTES IF CURRENTLY FUNDED:		
Quarterly program reports are on time.		
Quarterly fiscal claims are on time.		
Has not been on fiscal hold for other reasons.		
Is meeting program outcomes as outlined in approved app.		
Participates in YB sponsored trainings, initiatives, mtgs.		
What are the strengths of the proposal?		
What are the weaknesses of the proposal?		

SECTION SIX: PAY TO PAY -SAMPLE-



COUNTY OF ORANGE / County Attorney

STEVEN M. NEUHAUS
County Executive

15 MATTHEWS STREET, STE. 305
GOSHEN, NEW YORK 10924
TEL: (845) 291-3150
FAX: (845) 291-3167
Service by fax not accepted

To: Potential Contractors with Orange County, NY
From: James Burpoe, Commissioner of General Services
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions on or after January 1, 2014 above a certain level (for County Legislators per year and for the County Executive, Sheriff, District Attorney, and County Clerk per year, if that contract must be approved or voted on by such individual).

Exemptions from Law:

1. Contracts which are issued as:
 - a. Emergency Contracts;
 - b. Sole Source provider contracts;
 - c. Contracts required to be awarded to the lowest bidder under New York State Law are all exempt from this Local Law.
2. Also, any campaign donation made prior to January 1, 2014 does not count against this law.

For those contracts the law applies to however, the law requires the County to run any contractor's name, *and various names associated with such contractor*, through a campaign donor database **sixty days before the contract is awarded**. As a result, you will need to supply particular information to the County relative to those personal or business relationships the contractor has.

Please return FORM A with your quote/proposal/qualifications/application/contracts. This is a form which discloses various relationships you as a potential contractor may have. Please also know that if a disqualifying campaign contribution was made, that disqualification can be cured by asking for (and then receiving) a return of the excess campaign contribution within thirty days of being notified of such excess campaign contribution.

If you are selected by the County to contract with, please sign and return with your signed contract, both Form B – an Affidavit of compliance with the law and Form C, incorporating the provisions of the law by reference into your/your organization's contract with Orange County.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792.

-SAMPLE-

FORM A

TO BE RETURNED WITH
QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/CONTRACTS

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except for contracts which are:**

- a. Emergency Contracts;
- b. Sole Source provider contracts; or
- c. Contracts required to be awarded to the lowest bidder under New York State Law.

The definition of Professional Business Entity under the law is: "an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a professional business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity."

PLEASE PROVIDE THE FOLLOWING INFORMATION **IF APPLICABLE** TO YOUR
PROFESSIONAL BUSINESS ENTITY:

- 1. The names and business addresses of any Professional Business Entity who will be directly contracting with the County is/are:
 - a. The Spouse(s) and address of such Person(s) are: (disregard if prohibited by law)
 - b. The names of children living at home with such contracting person(s) are:
- 2. For Corporations, Partnership, Organizations, Unions, or association contracting with the County:
 - a. The name and business address of such entity:

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER
FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

-SAMPLE-

- b. The owners of 10% of more of the equity in any Corporation or Business Trust that contracts with the County are (name and address):

- c. The Partners (or officers) names and addresses:

- 3. The name(s) of any subsidiary directly controlled by any Professional Business entity are:

(please attach any additional pages if needed to provide additional information)

FORM A - PAGE 2 - PAY-TO-PLAY LAW

-SAMPLE-

FORM B

TO BE PROVIDED IMMEDIATELY TO ORANGE COUNTY IF YOU ARE AWARDED A CONTRACT

THIS SWORN (OR AFFIRMED) **CAMPAIGN CONTRIBUTIONS STATEMENT** IS MADE
UNDER PENALTY OF PERJURY

STATE OF _____

SS:

COUNTY OF _____

_____ being duly sworn, deposes and says:

1. The undersigned is making this affidavit as part of the contractual obligation between the undersigned as a contractor or otherwise on behalf of a Professional Business Entity as defined by the Orange County, NY "Pay-to-Play" local law.
2. The contract is exempt from Orange County, NY's "Pay-to-Play" local law because the contract is:
 - a. An Emergency Contract; and/or,
 - b. A Sole Source provider contract; and/or,
 - c. A contracts required to be awarded to the lowest bidder under New York State Law.

OR, IF THE ABOVE PARAGRAPH (2) IS NOT APPLICABLE, the following items (items 3, 4, 5, 6, and 7) are true:

3. I acknowledge that I am a contractor under the definition of a Professional Business Entity as defined by the Orange County, NY "Pay-to-Play" local law or otherwise am signing this affidavit on behalf of a Professional Business Entity.
4. The undersigned understands that this is an affidavit and is sworn to under penalty of perjury and if false may lead to criminal and/or civil action against the undersigned (and if signing on behalf of a business entity, potentially against such entity as well).

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER

FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

FORM B - PAGE 1 - PAY-TO-PLAY LAW

-SAMPLE-

5. The undersigned is familiar with the Orange County, NY "Pay-to-Play Law", a copy of which has been made available to the undersigned.
6. The Professional Business Entity, as defined in the Orange County, NY "Pay-to-Play Law" has not knowingly made a campaign contribution in violation of such local law during the four (4) years preceding this date, and has not made or solicited contributions through intermediaries, third parties, immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
7. The undersigned makes no representation, notwithstanding any other portion of this affidavit, to any campaign contribution made prior to January 1, 2014.

Dated: (insert date and city/town/village where signed)

Print Name

Print Title

Print Name of Professional Business Entity

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

(This space left intentionally blank.)

FORM B - PAGE 2 - PAY-TO-PLAY LAW

-SAMPLE-

FORM C

**TO BE PROVIDED IMMEDIATELY TO ORANGE COUNTY IF YOU ARE AWARDED A
CONTRACT**

INCORPORATION BY REFERENCE INTO CONTRACT WITH ORANGE COUNTY

THIS DOCUMENT IS HEREBY INCORPORATED INTO ANY CONTRACT/AGREEMENT BETWEEN THE UNDERSIGNED AND THE COUNTY OF ORANGE AS DESCRIBED IN SECTION 2(c) OF THE LOCAL LAW. THIS DOCUMENT IS INTENDED TO ENABLE THE COUNTY OF ORANGE TO ENTER INTO SUCH CONTRACT WITH THE UNDERSIGNED.

Prior to the award of certain contracts, Section 5 of the Orange County Local Law No. 13 of 2013, the "Pay-to-Play Local Law" ("Law"), requires Professional Business Entities, defined by Section 2(d) of such Law to make a sworn statement, under penalty of perjury, that the Professional Business Entity has not made a campaign contribution in violation of Section 3 of the Law during the four (4) years preceding the date of this sworn statement, except excluding any contributions made prior to January 1, 2014, unless excepted by Section 8 of the Local Law.

The Contribution Statement forms are required for contracts, as defined required by Section 2(c) of the Law, for:

- (i) the rendition of any services or work;
- (ii) the sale or lease of any land or building except for the real property acquired by the County via a tax sale or tax foreclosure procedure pursuant to Article 10 or Article 11 of the New York State Real Property Tax Law; and,
- (iii) a grant, loan or loan guarantee.

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER

FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

-SAMPLE-

EXEMPTIONS FROM LAW: The following contracts, pursuant to Section 8 of the Law, are exempt from the law:

- (i) contracts that must be awarded to the lowest bidder pursuant to New York State Law;**
- (ii) sole source providers; and,**
- (iii) emergency contracts when the public exigency requires immediate emergency services as determined by an Executive Order or Resolution of the Orange County Legislature.**

Pursuant to Section 6 of the Law, sixty (60) days prior to award of the contract, the County's Commissioner of General Services ("Commissioner") shall review New York State Disclosure Statements filed by County elected officials, and candidates for such offices, that must approve or vote on the contract, as applicable to the contract, for the past four (4) years to determine whether the Professional Business Entity contributed an amount (excluding contributions made prior to January 1, 2014 per the exemption in Section 4) in excess of the contributions permitted under the law for the offices of County Legislator, County Executive, County Clerk, District Attorney, Sheriff, or a committee controlled by a Legislator, the County Executive, County Clerk, District Attorney or Sheriff. The Commissioner shall notify the Professional Business Entity of any excess amount and the Professional Business Entity shall have thirty (30) days to cure by requesting return of the excess contribution. Proof of receipt of the excess contribution must be provided to the Commissioner at least five (5) business days prior to the award of the contract or the bid, proposal, quote or application shall be rejected.

The individual(s) signing the Contributions Statement form is/are duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:

- (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,**
- (ii) has not made or solicited contributions through intermediaries, third parties, [or] immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).**

A Professional Business Entity that files a false Contribution Statement will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.

The Professional Business Entity acknowledges and agrees that it shall have a continuing duty to report any violations of this law that may occur during the negotiation, proposal process or duration of a contract. Any Professional Business Entity who violates Section 3 of the Law shall be in material breach of the terms of the contract, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

-SAMPLE-

Any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

(This space left intentionally blank.)

SECTION SEVEN: CONTRACT -SAMPLE-

Orange County Youth Bureau Funding Agreement

FY 201

THIS AGREEMENT, made the _____ day of _____, 20____ by and between the County of Orange, a municipal corporation of the state of New York, having a principal business address at 255-275 Main Street, Goshen, New York 10924, ("County") by and through the _____ Orange County Youth Bureau ("Youth Bureau") and _____ having a principal business address at _____ ("Agency.")

WITNESSETH

WHEREAS, a study has been made of providing a program: (Program Description)

and

WHEREAS, the Agency is capable of providing a program: Program Description)

, hereinafter called the "Program;"

And

WHEREAS, the Youth Bureau and the Orange County Legislature, by Resolution Number ____ of 20____, has approved the Program as conforming with the plan and purposes of the Youth Bureau.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of this Agreement is January 1, 20__ to December 31, 20__.

2. PROGRAM FUNDING

- A. County will provide Agency Program funding in the following amount(s) and from the source(s), as applicable:

New York State Youth Development Program Funding \$ _____

New York State Runaway & Homeless Youth Assistance Funding \$ _____

County of Orange Solutions Grant Funding \$ _____

(hereinafter referred to as the "Funding")

- B. Payment of the Funding shall be made in accordance with this Agreement and in installments established by the Youth Bureau Director and further agreed upon by Agency as set forth in Section 8 of this Agreement.

3. STATE AID REQUIREMENTS

☐ **This Section of the Agreement is applicable only if this box is checked.** That pursuant to the provisions of Article 19-A of the Executive Law, Orange County, through its Youth Bureau, will apply for State Aid equal to the budgeted amount for this program as stated in OCFS Form 3105 Project Application. The parties hereto agree that the New York State Funding shall be contingent upon the approval and funding by the Office of Children & Family Services ("OCFS"). OCFS approval shall specifically signify that State Aid is available to County for the purposes of this Agreement and further, that the applicable Funding is included in the annual New York State Budget covering the period of this Agreement. Agency further agrees that, in the event County ever over-pays Agency or in any way disburses funds to which Agency is not entitled, Agency agrees to return such monies to County within thirty (30) days of notification by County.

4. EXECUTORY AGREEMENT

- A. The parties hereto clearly understand and agree that all sums to be paid to Agency by County hereunder are conditional. County shall have no liability under this Agreement to Agency or to anyone else beyond funds appropriated and available for this Agreement.
- B. It is fully agreed upon that County hereby expressly reserves the right, at any time, to reduce Funding to such an extent as the State of New York and/or the Orange County Legislature reduces Funding, as may be applicable to the Funding source.

5. EVALUATIONS

- A. The Youth Bureau will advise Agency regarding the Program and as indicated in the project application for the Program annexed in the attached and incorporated Exhibit "A". The Youth Bureau will be permitted to conduct thorough evaluations of any and all activities to be funded by this Agreement.
- B. That if, after thorough program evaluation, it is the determination of the Youth Bureau that the Program is not operating in an effective and desirable manner, this Agreement may be terminated by County. In such case, termination of funds will occur after 30 days written notice from County to Agency Director and Agency Board Chairperson.

6. BUDGET REQUIREMENTS

The anticipated budget of Agency to operate the Program has been clearly and acceptably outlined on the Funding summary in the project application for the Program and any deviation from the proposed budget or the Funding summary shall require the written consent of both parties. In the event that Agency deviates from the proposed budget or the Funding summary without written consent of the Youth Bureau, County may terminate this Agreement.

7. AGENCY FISCAL RESPONSIBILITIES

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Agency will supply all necessary supervision, direction and bookkeeping services essential to comply with the claims and billing procedures required by Orange County and by OCFS, as applicable to the Funding source, to include documentation of each transaction, expenditure and unexpended funds including the maintenance of separate and complete fiscal accounts at a minimum as generally outlined in this Agreement including, but not limited to Sections 8, 21, 22 and the attached and incorporated Exhibit "B". In the event that Agency is provided inaccurate or false documentation or verification of all expenditures agreed upon in the budget, the funds related to the inaccurate, false or unverified claims must be disgorged and remitted to County. Agency further agrees that any failure on its part to comply with the procedural requirements as set forth above will be automatic grounds for termination of this Agreement without further cause, hearing or judicial proceedings.

8. REIMBURSEMENT

- A. **The parties agree that this is a cost-reimbursable Agreement** and County shall make reimbursement to Agency monthly, no later than quarterly, only after receiving from Agency vouchers and other appropriate documentation as may be required by County and by OCFS, as applicable to the Funding source, except

that, subject to approval by OCFS, as applicable to the Funding source, County, in its discretion, may make advances of not more than the maximum reimbursable sum to Agency pursuant to agreement between the parties.

- B. ☐ This subsection of the Agreement is applicable only if this box is checked.** Agency shall provide “proof of payment” to County in the amount of [dollars (\$00.00)] as Agency’s matching contribution towards operating and maintaining the program, the “proof of payment” is to be provided to County monthly, no later than quarterly. Agency represents that its matching contribution is not made up of funds received from Federal or State funds with the exception of Federal Revenue Sharing Funds.

9. STAFFING AND PARTICIPATION

Agency agrees to provide necessary staff and/or resources for participation, and to participate in pertinent special events which may be operated or sponsored by the Youth Bureau during the Program term.

10. LICENSING AND PERMITS

Agency hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for the Program, if any are necessary prior to the commencement of the Program and forward a copy of any such license or permit and any and all updates to and renewals thereof to the Youth Bureau.

11. COMPLIANCE

Agency warrants and represents that it will comply in all respects with all Federal, State, and Local laws and regulations, policies and guidance which pertain to the Program and this Agreement including, but not limited to, those listed in the attached and incorporated Exhibits “C” and “D” as well as all applicable policies and rules that may, from time to time, be promulgated by the Youth Bureau and/or OCFS, as applicable to the Funding source, including its obligation to record in an orderly manner and report specific client information as required by County and/or by OCFS, as applicable to the Funding source.

12. BUILDINGS AND GROUNDS

Agency shall ensure that all grounds, structures, buildings and furnishings at all Program sites are maintained in good repair and free from dangerous defects at all times; and that all grounds, structures, buildings and furnishings comply with all applicable laws, rules and regulations governing their use including, but not limited to: zoning, building, health, safety and fire codes.

13. STATE FINANCE LAW COMPLIANCE

For Program Funding from New York State, if any, Agency agrees to the provision of Sections 139-A and 139-B of the New York State Finance Law relating to waivers of immunity.

14. PROCUREMENT OF AGREEMENT

- A. Agency represents and warrants that no person or selling agency has been employed or retained by Agency to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Agency further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Agency makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of these representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

15. PAY-TO-PLAY

Pursuant to Section 10 of the County of Orange "Pay-to-Play Local Law", the regulatory and penalty provisions of this law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.

16. CONFLICT OF INTEREST

- A. Agency agrees that no current officers, directors, or incorporators of Agency shall be hired or retained by Agency to fill any staff position or perform any service required under this Agreement, and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the County Executive and the Youth Bureau's Director.
- B. Agency represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of this Agreement. Agency further represents and warrants that no person having such conflict of interest or possible conflict of interest shall be employed or contracted by it unless such person:

- i. if required by the Orange County Local Ethics Law ("**Local Ethics Law**"), as may be amended, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement; or
 - ii. if not required to complete and submit such a disclosure form, must either voluntarily complete and submit a Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.
- C. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided for by law, in equity or, pursuant to this Agreement.
- D. The foregoing provisions shall not limit County's rights under the Local Ethics Law with regard to civil penalties or criminal prosecution with respect to County Officer or Employee as defined in the Local Ethics Law.

17. CURRENT OR FORMER COUNTY EMPLOYEES

- A. Agency represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Agency has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with County.
- B. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity, or pursuant to this Agreement.

18. INDEPENDENT CONTRACTOR

- A. In performing this Agreement, Agency shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Agency shall be solely responsible for determining the means and methods of the Program and shall have complete charge and responsibility for Agency's personnel engaged in the performance of the same.
- B. In accordance with its status as independent contractor, Agency covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of County, or of any department, agency or unit thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

19. ASSIGNMENT AND SUBCONTRACTING

- A. Pursuant to General Municipal Law §109, Agency shall not assign, transfer, convey, sublet or otherwise dispose of any of its rights, title or interests in this Agreement, or its power to execute this Agreement, without the prior express written consent of the County Executive, or his or her designee. If Agency assigns, transfers, conveys, sublets or otherwise disposes of its rights, title or interests in this Agreement, or its power to execute it, without such consent, County shall revoke and annul this Agreement and County shall be discharged from any and all liability and obligations growing out of this Agreement to Agency and any party to which such assignment, transfer, conveyance, sublet or other disposition was purportedly made. Agency shall also forfeit and lose all moneys heretofore earned under this Agreement, except so much as may be required to pay its employees performing under this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Agency for the benefit of its creditors made pursuant to the laws of the State of New York.
- B. This Agreement may be assigned by County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

20. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

- A. Identification Number(s). For granting, renewing, amending, supplementing or restating the license of any person, and for every invoice or other claim for payment submitted to County by an Agency under a contract to purchase goods or services or any lease of real or personal property, the application, invoice or claim must include Agency's payee identification number. This number is any or all of the following:
 - i. the payee's Federal employer identification number;

- ii. the payee's Federal social security number, and/or
- iii. the payee's Agency Identification Number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Agency does not have such number(s), on its invoice or other claim for payment, Agency must give the reason or reasons why it does not have a payee number(s).

B. Privacy Notification.

- i. 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 New York State Tax Law §5. Disclosure of this information by Agency, seller or lessor to County 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 New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- ii. The personal information is requested by County and may be forwarded to the New York State Commissioner of Taxation and Finance upon request of that Commissioner, pursuant to New York State Tax Law §5(3).

21. RECORDKEEPING

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

22. RETENTION OF RECORDS

Agency agrees to retain all paper and electronic invoices, payment receipts, books, records and other data and documents relevant to this Agreement ("Records") for six (6) years after the final payment or termination of this Agreement, whichever later occurs, unless longer retention period is required by state or federal law or regulation. County, or any State and/or Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any Records during the term of the Agreement and the retention period.

23. AUDIT

All Records as defined in Section 22 of this Agreement and accounts upon which the Records are based are subject to inspection, review and audit by County, the State of New York, the federal government, and/or other persons or entities duly authorized by County. Agency, upon request, shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required for evaluation of the reasonableness of the charges. Such audits may include examination and review of the source and application of all funds relevant to the performance of the Scope of Work, whether from County, New York State, the federal government, private sources or otherwise. Agency shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

24. INSURANCE

- A. For the performance of services under this Agreement, as may be amended, Agency shall obtain and maintain, in full force and effect during the term of this Agreement, and any renewal or modification thereof, at its expense, insurance coverage of the types and at least in the minimum amounts listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers with an A.M. Best rating of A- or better and satisfactory to County, who have been fully informed as to the nature of the services to be performed and any modifications thereto. Additional coverage types or limits may be required by County if any policy contains a contractual liability exclusion.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (Including Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Including Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

- B. Except for Worker's Compensation, Disability and Professional liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Agency and not those of County.
- C. Notwithstanding anything to the contrary in this Agreement, Agency irrevocably waives all claims against County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section 24. The provisions of insurance by Agency shall not in any way limit Agency's liability under this Agreement.
- D. Each policy of insurance shall contain clauses to the effect that:
- i. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County;
 - ii. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to County's Risk Management Division and the Youth Bureau Director; and
 - iii. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Agency.
- E. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
- i. Policy retroactive dates coincide with or precede Agency's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
 - ii. If the insurance is terminated for any reason and/or following final payment, Agency shall maintain an extended reporting provision and/or similar insurance for the period of performance plus six (6) years from the date of such termination and/or final payment.
 - iii. Immediate notice shall be given to County through the Youth Bureau Director and County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.
- F. Agency shall provide County with certificates of insurance evidencing Agency's compliance with these requirements prior to execution of the Agreement by

County and shall provide updated certificates within two (2) business days of receipt by Agency during the term and any renewals or modifications thereof.

25. INDEMNIFICATION

- A. Agency shall indemnify, defend and hold harmless County, its officers, employees, contractors, agents and other representatives from and against all claims, liabilities, expenses, costs, losses, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of, directly or indirectly, Agency's and/or its officers, employees, partners, agents, subcontractors or other representatives performance of this Agreement.
- B. Without limiting the foregoing, Agency specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Agency's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of Agency's its officers, employees, partners, agents, subcontractors or other representatives performance under this Agreement.
- C. In the event that any claim is made or any action is brought against County arising out of or in connection with or otherwise relating to the Agreement either within or without the scope of Agency's duty, obligations or applicable industry standards, or any respective officer's employee's, subcontractor's, assignee's, or other representative's duties or obligations; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, losses, damages or actions. The rights and remedies of County provide for in this Section 30 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

26. PROTECTION OF COUNTY PROPERTY

- A. Agency assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by County, and caused, either directly or indirectly by the acts, omissions or lack of good faith of Agency, its officers, employees, partners, agents, subcontractors or other representatives.
- B. Agency agrees to defend, indemnify and hold County harmless from any and all claims, liabilities, expenses, losses, costs, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of any loss, damage (except for normal wear and tear), or destruction of County property.

- C. In the event that any County property is lost, damaged (except for normal wear and tear), or destroyed, then County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

27. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES

- A. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- B. Furthermore, in accordance with Section 220-e of the New York State 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, Agency agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin:
 - i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
 - ii. discriminate against or intimidate any employee hired for the performance of work under this contract.
- C. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Agency agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:
 - i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
 - ii. discriminate against or intimidate any employee hired for the performance of work under this contract.
- D. Agency 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.
- E. If this Agreement involves the sale or rental of property, Agency specifically agrees to abide by all applicable provisions of federal and state laws and regulations, as applicable to sale or rental of the property. With respect to any

sale of the property and selection and treatment of tenants, Agency shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status or marital status.

28. SECULAR PURPOSE

- A. Agency agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.
- B. Additionally, Agency agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in providing services pursuant to this Agreement it will:
 - i. not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion;
 - ii. not discriminate against any individual or entity, seeking to participate or participating in any program or activity of this Agreement and will not limit the programs and activities or give preference to persons, on the basis of religion; and
 - iii. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement or any other Agreement with County.

29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

- A. Agency certifies and warrants that all wood products to be used under this Agreement, if any, will be in accordance with, but not limited to, the specifications and provisions of New York 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.
- B. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Agency will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165.

- C. Any use of tropical hardwood must meet with the exception requirements of State Finance Law §165(2)(d)(iii), as established by Agency and upon the approval of County; otherwise, the bid or proposal may not be considered responsive.

30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH NOTIFICATION ACT

Agency shall comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

31. COMPLIANCE WITH EXECUTIVE ORDER 38

Agency is and shall remain in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found here: <http://www.executiveorder38.ny.gov/>.

32. COMPLIANCE WITH PROCUREMENT LOBBYING LAWS

To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, Agency certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or incomplete, County may terminate this Agreement by providing written notification to Agency in accordance with the terms of this Agreement.

33. COMPLIANCE WITH IRAN DIVESTMENT ACT

- A. Agency certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>
- B. Agency further certifies that in the performance of this Agreement, it will not utilize any subcontractor that is identified on the Prohibited Entities List. Agency agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Agency also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by County.
- C. During the term of the Agreement, should County receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Iran

Divestment Act (State Finance Law §165-a) within ninety (90) days after the determination of such violation, then County agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Agency in default.

- D. County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

34. FORCE MAJEURE

Other than the strike, lockout, labor strife or troubles of Agency or Agency's subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of: war; blockade; revolution; insurrection; civil commotion; riot; mobilization; act of God; plague or other epidemic; fire; flood; obstruction of navigable waters by ice or other obstruction at any port; acts of the public enemy; any unforeseeable material or transportation or utility shortage or curtailment; governmental order, decree or regulation; then each party suffering from such condition may be excused from performance during the continuance of any such condition and for so long as such condition shall prevent, hinder or delay performance. However, in the event the condition shall continue longer than one (1) year in duration, or earlier upon Agreement of the parties, and provided that neither party has performed, the parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, that party must be made whole as the situation dictates.

35. TERMINATION

- A. County may, by ten (10) days written notice to Agency, terminate this Agreement in whole or in part at any time:
 - i. for County's convenience;
 - ii. upon the failure of Agency to comply with any of the term(s) or condition(s) of this Agreement; or
 - iii. upon Agency becoming insolvent or bankrupt.
- B. Upon termination of this Agreement, Agency shall comply with any and all County closeout procedures, including, but not limited to:
 - i. Accounting for and refunding to County within thirty (30) days, any unexpended funds which have been paid to Agency pursuant to this Agreement; and

- ii. Furnishing within thirty (30) days an inventory to County of all equipment, appurtenances and property purchased by Agency through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.
- C. In the event County terminates this Agreement in whole or in part, County may procure, upon such terms and in such manner as deemed appropriate, goods and/or services similar to those so terminated, and Agency shall continue the performance of this Agreement to the extent not terminated hereby.
- D. If this Agreement is terminated in whole or in part for other than the convenience of County, any goods and/or services procured by County to complete the performance of this Agreement shall be charged to Agency and/or set off against any sums due Agency.
- E. Notwithstanding any other provision of this Agreement, Agency shall not be relieved of liability to County for damages sustained by County by virtue of Agency's breach of the Agreement or failure to perform in accordance with applicable standards. County may withhold payments to Agency for the purposes of set-off until such time as the exact amount of damages due to County from Agency is determined.
- F. The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

36. GENERAL RELEASE

The acceptance by Agency or its assignees of the final payment under this Agreement, (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Agency arising out of the performance of this Agreement.

37. SET-OFF

- A. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Agency:
 - i. under this Agreement;
 - ii. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or
 - iii. from County by operation of law.

- B. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

38. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of New York without giving effect to its conflicts of laws principles. Agency shall render performance under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time each aspect of the performance is rendered.

39. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

40. BUSINESS AUTHORIZATION AND REGISTRATION; SERVICE OF PROCESS

- A. Agency shall be properly authorized and registered to do business as required by the laws of the State of New York applicable to Agency's business entity type.
- B. Regardless of the propriety or legality of registration status, as a condition of contract, Agency agrees to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Agency consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Agency's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Agency shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change of address to which service of process can be made. Service by County to the last known address shall be sufficient.

41. NOTICE

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - i. via certified or registered United States mail, return receipt requested;
 - ii. by facsimile transmission;
 - iii. by personal delivery;
 - iv. by expedited delivery service; or
 - v. by email.

- B. Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

County

Name: Rachel Wilson

Title: Executive Director

Address: Orange County Youth Bureau, 18 Seward Ave., Middletown, N.Y. 10940

Phone Number: 845-615-3620

Fax Number: 845-346-1170

Email Address: rwilson@orangecountygov.com

Agency

Name:

Title:

Address:

Phone Number:

Fax Number:

Email Address:

- C. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- D. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving ten (10) calendar days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

42. SURVIVAL

The rights and obligations under Sections 7, 8, 11, 13, 17, 18, 19, 21, 22, 23, 24, 25, 26, 30, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 shall survive the termination of this Agreement.

43. MODIFICATION

- A. No modification(s) of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any additional scope of work, the County Executive, or his or her

designee, after consultation with the Department Head, executes a modification to this Agreement, which specifically sets forth the additional scope of work; the amount of compensation; and the extension of the time for performance, all as may be applicable to the change in scope, at County's discretion.

- B. Unless otherwise specifically provided for in the modification(s), the provisions of this Agreement shall remain in full force and effect and applicable to the modified scope.

44. BINDING

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, once approved as per the terms and conditions of this Agreement.

45. SEVERABILITY

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

46. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

COUNTY OF ORANGE

NAME OF VENDOR

Stefan ("Steven") M. Neuhaus
County Executive

Name:

Title: _____

DATE _____

DATE _____

EXHIBIT "A"

a) Exhibit A shall include the following documents which are attached and incorporated into this Agreement:

1. Addendum to the RFP issued on
3. Orange County Youth Bureau's 20__ Request for Proposals for funding available from New York State Office of Children and Family Services Youth Development Program (YDP), Runaway & Homeless Shelter Part I (RHYA), Orange County Solutions Grants (S) issued on August 15, 2013 ("RFP")
4. Agency's completed Parts II and V of the RFP and, if Agency has any subcontractor(s), Part V completed by Agency's subcontractor(s) ("Proposal")

b) Nothing contained in the Vendor's Proposal shall constitute a waiver to any other requirement of the Agreement or the RFP. In the event of any conflict or inconsistency between the Agreement itself and any other requirement in the attachments listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter, however, the most recent version of the Agreement, as may be amended, will ultimately be controlling.

EXHIBIT "B"

1. Cash Receipts

Record which details source and amount of each deposit needs to be kept on file. All checks and monies received must be deposited in a timely manner.

2. Cash Disbursements

All expenditures must be made by check with NO check made payable to cash or petty case. All checks must be made to the vendor involved. A cash disbursement record must be maintained showing each check number, amount and categorized as to expense, for example: payroll, (gross, each deduction, net), telephone, travel, taxes, supplies, foods, etc.

No bills may be paid unless accompanied by a receipt. Each receipt must show date received, and the vendor selling the goods or rendering the service, with address and signature of the vendor.

3. Travel Expenses

Travel will not be reimbursable for outside the County except where prior approval by the Director of the Youth Bureau.

EXHIBIT "C"

Legal Assurances

By executing this Agreement, Agency certifies that it is in compliance with the following Legal Assurances as set forth in the New York State Office of Children and Family Services, Local Commissioners Memorandum, 11-OCFS-LCM-10 ("LCM"). If there is any inconsistency between the assurances set forth below and those listed in the LCM, as may be modified, the LCD shall control.

- A. Agency shall operate in full conformance with applicable federal, state, and local fire, health, safety and sanitation, and other standards prescribed in law or regulations. Where County is required to provide licensure for provision of services, Agency shall obtain and keep current such required license(s).
- B. Agency shall operate each program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons who are handicapped to the extent required by law.
- C. Benefits and services available are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964 (as amended).
- D. The activities covered serve only those individuals and groups eligible under the provisions of the applicable state and federal statutes.
- E. There is in operation a system of fair hearings and grievances under which applicants for or recipients of services and care may appeal denial, exclusion, reduction, termination, or choice of services/care; mandatory nature of service/care; or failure to take timely action upon an application for services/care.
- F. Adequate and timely notice is provided to applicants for and recipients of services and care as required NY 18 NYCRR 407.5(h) (2) (I).
- G. Title XX-funded services are available to eligible individuals in every geographic area within County's Social Services District. Where different services are made available to a specific category of individuals in different geographic areas, services are available to all eligible individuals in that category who reside in that area.

EXHIBIT "D"

Exhibit "D" is comprised of the attached and incorporated New York State Office of General Services Appendix A Standard Clauses for New York State Contracts.

SAMPLE

Orange County Youth Bureau 2018 Request for Proposals

The Orange County Youth Bureau is pleased to request applications for funding to support programs for Orange County youth age 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

For 2018, the Orange County Youth Bureau will administer Youth Development Program (YDP) and Runaway & Homeless Shelter Part I (RHYA) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (\$) dollars.

Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County 2011-2016 Children and Family Services Plan. Note: The New York State Office of Children and Family Services extended this plan through 2017.

Eligible Applicants: The following organizations are eligible to apply for funding through this RFP: not-for-profit including, but not limited to, secular and faith-based, organizations operating in Orange County; Orange County municipalities; and partnerships or consortia consisting of the foregoing. Applicants that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Applications are NOW available the Youth Bureau website at: www.orangecountygov.com/youthbureau. Effective Friday, June 2, 2017, they will also be on the Empire State Bid System aka "BidNet" at <http://www.empirestatebidsystem.com>.

- **The Orange County Department of General Services will be the ONLY point of contact for applicants during the submission process until the start of the Proposal Review Process.**
 - Proposals submitted to the Youth Bureau will NOT be accepted. Instead they will be sent directly to the Orange County Department of General Services.
 - **ALL inquiries about the RFP must be directed to the Orange County Department of General Services, at 845-291-2792.** Answers will be compiled and posted for all to access in one addendum. Anyone contacting the Youth Bureau directly **WILL** be redirected to the Orange County Department of General Services. **(This is to comply with State Finance Law.)**
 - After the Orange County Department of General Services audits applications for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

Event:

Request for Proposals Released

Submittal of Questions, in writing Deadline

(See Youth Bureau's website for previously asked questions from past RFPs.)

Addendum Issued

Proposals Due

Competitive Awards Announced (tentative)

Contract Start Date

Date:

6/2/17

6/9/17

6/16/17

6/30/17 – 4:00 PM EDT

10/27/17

1/1/18

RESOLUTION NO.: 198 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN AN AMOUNT NOT TO EXCEED \$47,160.00 REQUIRING NO CITY MATCH
FOR THE 2018 YEAR AROUND BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$47,160.00 for the 2018 Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, security guards, and a scorekeeper; and

WHEREAS, no City matching funds are required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$47,160.00 requiring no City match for the 2018 Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.



Orange County Youth Bureau 2018 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
 - Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 30, 2017

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. **NO HANDWRITTEN FORMS WILL BE ACCEPTED.**

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page

Program Title: City of Newburgh Year Round Basketball Program		QYDS/Program ID# (County Use Only):	Program Year: 2018
FUNDING INFORMATION			
(County Use Only): ☐ NO Revisions Required ☐ Revisions Required			
FUND AMOUNTS		AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)	
Total Program Amount: MUST Match Budget Pages. 96,450.88		1. Last Name, First Name: Ciaravino, Michael Title: City Manager Email: mciaravino@cityofnewburgh-ny.gov	
Funds Requested: MUST Match Budget Pages. 47,160			
[County Use Only]: Funds Awarded and Category: \$ Total Program Amount based on Funds Awarded: \$		2. Last Name, First Name: Mack, Kathryn Title: Comptroller Email: kmack@cityofnewburgh-ny.gov	
60% State Aid [RHYA Programs ONLY]	% Tax Match [RHYA Programs ONLY]		
% Agency Cash:[RHYA Programs ONLY]	% In Kind [RHYA Programs ONLY]		
AGENCY/MUNICIPALITY INFORMATION:			
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations			
Federal ID #: 14-6002329	Charities Reg.#:	Last Name: Stanton First Name: Derrick	
Agency Website: www.cityofnewburgh.recdesk.com		Title: Recreation Director	
Implementing Agency/Municipality: City of Newburgh		Phone Number(s): 845-569-7374	Fax Number: 562-6306 Extension:
Mailing Address: 83 Broadway		E-Mail: dstanton@cityofnewburgh-ny.gov	
Address Line 2:		FISCAL Contact, Phone, & Email (May or may not be individual who signs claims): Derrick Stanton 845-569-7374	
City: Newburgh	State: NY	Zip Code: 12550	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL		PERIOD OF ACTUAL OPERATION:	
Last Name: Kennedy	First Name: Judy	FROM: 1/1/2018	TO: 12/31/2018
Title: Mayor		HOURS OF ACTUAL PROGRAM OPERATION:	
Phone Number(s): 8455697303		FROM: 5:00pm TO: 9:00pm	
Fax Number: 8455697370		☐ Daily ☒ Other (Explain)	
E-Mail: jkennedy@cityofnewburgh-ny.gov		Winter Season : Tuesday, Thursday & Friday 5:00pm - 9:00pm Saturday: 11:30am to 4:30pm Spring Season: Tuesday, Thursday & Friday 5:00pm - 9:00pm Summer Season: Monday to Friday 5:00pm - 9:00pm	

Check if: ☐ Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

If yes, please list the designation(s) and the certifying entity(ies): _____

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau **RFP YB 01-2018** and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and
- **he or she is duly authorized to submit the proposal on behalf of the business entity noted above.**

Signature: _____

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: _____

Orange County Youth Bureau Universal Program Application

Life Area CHOOSE ONE	Goal ONE GOAL PER LIFE AREA	Objective ONE OBJECTIVE PER GOAL	OCFS 5003 – see Part IV of V for coding. Services, Opportunities, and Supports (SOS) ONE SOS THAT BEST DESCRIBES YOUR PROGRAM.
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 211 Children and youth will be physic 2. Click Here	1a. Click Here 1b. 0232 Recreation Opportunities 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 4 CVC Citizenship	☐ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 6 COM Community	☒ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

With a crime rate of 48 per one thousand residents, Newburgh has one of the highest crime rates in America compared to all communities of all sizes - from the smallest towns to the very largest cities. One's chance of becoming a victim of either violent or property crime here is one in 21. Within New York, more than 98% of the communities have a lower crime rate than Newburgh. In fact, after researching dangerous places to live, NeighborhoodScout found Newburgh to be the number 14 most dangerous cities in the U.S.A. With respect to violent crimes, NeighborhoodScout found that Newburgh's violent crime rate is one of the highest in the nation, across communities of all sizes (both large and small). Violent offenses tracked included rape, murder and non-negligent manslaughter, armed robbery, and aggravated assault, including assault with a deadly weapon. According to NeighborhoodScout's analysis of FBI reported crime data, your chance of becoming a victim of one of these crimes in Newburgh is one in 68.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls ages 5 - 18 years old who reside throughout Orange County, in particular the City of Newburgh and the Newburgh Enlarged City School District. The large majority of this population is from low income, single-parent households, who are prime targets for gangs and other negative organizations.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

Our basketball programs focus on keeping our players in a safe and nurturing setting that offers physical and emotional health, and community involvement by having them learn and play the game of basketball. Our coaches encouraged to be positive role models with the players on their teams. The players will have practices once a week and one to two games a week both indoors and outdoors depending on the season. At the practices our coaches work on basketball skills, as well as teamwork which will help our players not only get better in the sport, but they also learn the teamwork skills that will help them in their daily lives. Players will be responsible for showing up to practices and games on time or risk losing playing time or the opportunity to play at all.

Over the years our program has grown by leaps and bounds. In 2017 our summer program alone comprised over 350 players ages 5-14 and more than 225 high school age players.

Orange County Youth Bureau Universal Program Application

Program Offering Summary

Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	City of Newburgh Year Around Basketball	Program Address:	401 Washington St. and 321 S. William St. Newburgh, NY

How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____

Other Quality Measures, i.e. retention rate, Hrs. of training: _____

How much? (use whole numbers)

Total # of Participants: <u>575</u>	Gender: Male: <u>525</u> Female: <u>50</u>	Age: 0-4: _____ 5-9: <u>120</u> 10-14: <u>250</u> 15-17: <u>200</u> 18-20: <u>5</u> 21+: _____
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Ethnicity: White: 100 Black or African American: 375 Hispanic or Latino: 25 American Indian or Alaskan Native: _____

Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: 75

Target Population: (estimate projected whole numbers of youth for each category)

General: 505 Aging out of Foster Care: _____ Children of Incarcerated Parents: 70 Juvenile Justice Re-entry Youth: _____

Runaway/Homeless: _____

Is anybody better off?

PARTICIPANT OUTCOMES (Max 3) Change in knowledge, skills or behavior due to participating in program.	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes.	PERFORMANCE TARGETS FOR EACH OUTCOME # <u>and</u> % of youth who will reach each listed outcome.	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured? **Unless a drop in program, attendance is not an outcome measurement
1. Players will increase their basic basketball skills. 2. Players will increase their knowledge of how to play in an organized basketball game with established rules and enforced by referees.	1. Players will be required to attend weekly practices and games. 2. The first week's of practices will be used to establish the player's skill level. All subsequent practices will be used in order to assist the players on their individual weaknesses, instruct players on the rules of an organized game, and build the individual players into a team that can compete in a live game situation against an opponent.	1. Our goal is for 75% of the participants to be able to dribble, pass, and shoot effectively in a live game situation against players their age or within two years of their age. 2. Our goal is to have 80% of the participants know how to play in a live game without excessive(5 times) violations of the most basic rules of basketball (traveling, double-dribble) or soccer (hands, offside, high-kick) as determined by the recreation staff.	1. Pre-tests will be given during the pre-season skills assessment, which is used to equally assign players to teams. The first week's practices will also be used for coaches to assess the needs of their individual players. 2. Mid-term and final assessments will be gained through watching the players as they progress through the season.

AGENCY PROGRAM PROFILE**PROGRAM SUMMARY:** (100 word maximum)

The City of Newburgh Recreation Basketball Programs consists of three locations and has Winter, Spring, Summer and Fall programs for boys and girls ages 5-18 years old. Winter, Summer and Fall seasons have a 5-7 week regular season and one week of playoffs. Uniforms will be provided to all players. Awards will be provided at the end of each season. All games will be officiated by certified officials. Our Spring season will be used primarily for our travel teams. We will select the top players from our Winter, Summer and Fall seasons and have them compete in tournaments and leagues throughout the tri-state area.

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? (Include policies, procedures, activities)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our basketball programs offer a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the programs. We do not tolerate any unsafe behavior, fighting, bullying, etc. Our coaches and staff monitor our players and spectators closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our basketball programs are broken down by age so there is less of a chance of injury due to older players playing with younger players, as well as reduced chance for bullying from older players to the younger players. We have a clear set of rules and behaviors that are entrenched in our coaches in their training, who in turn will go over the rules at their first practice. These rules are then enforced by Recreation Staff and referees throughout the season.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All our Recreation Staff and coaches are trained through the National Association of Youth Sports (NAYS) to interact with all of the players gaining their trust so each player feels secure and cared for, but at the same time they know there are rules and they have to be followed. All information about the basketball program will be communicated by coaches to the players and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	All of our programs at the City of Newburgh Recreation are open to all races, religions, genders, ethnicities and sexual orientations.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	The basketball programs all offer rules for the good order and discipline of the league, as well as the individual expectations of players. These rules and expectations are entrenched in our coaching and recreation staffs who in turn pass them on to players during practices and live game play.
Support for Efficacy and Mattering (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Our coaches and staff are trained how their impact on these players is great and that they can make a real difference in their lives, and it is imperative that the impact is a positive one. Coaches will not only conduct team practices, but also give players individual drills that they can practice outside of practice to improve their performance. Players that take the time to work outside of practice should see marked improvement over the course of the program.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our basketball programs give many opportunities for skill building. Besides learning the fundamentals of basketball, the coaches also teach teamwork, hard work and a never quit attitude.
Integration of Family, School and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We strive to intergrate family, school and community efforts by working with the parents to guide the players to do well in school, and stay out of trouble in the community, so they can continue to play in the program. We also seek parent-coaches as much as possible and have a strong working relationship with the high school varsity basketball program.
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.	The Recreation Director is overall in charge of the basketball program, to include all of the staff and coaches. Recreation Director gets weekly reports from the Recreation Staff on how each program is running, and will periodically stop by the programs to spot-check things as well.
valuation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned. Describe the process to be used to evaluate the attainment of the objectives/outcomes. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how	At the end of the program parents and players are given evaluations in order to provide feedback on their experience. We read all of the evaluations and take very seriously what their comments were and make appropriate changes if they are warranted.

PROGRAM LOGISTICS SUMMARY**Agency Name:** City of Newburgh**Program Name:** Yr. Around Basketball**Site 1:** Facility Name: Newburgh Armory Unity CenterAddress: 321 S. Williams St., Newburgh, NY 12550Program Offering/Component Name: Winter, Spring, Summer and Fall BasketballOperation Period: 01/01/2018 to 12/31/2018 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: Christmas, Thanksgiving, Memorial

Days of Operation:

☒M ☐T ☒W ☐Th ☒F ☐Sa ☐SuTimes: 5:00pm to 9:00pm

Summer Schedule:

☒M ☐T ☒W ☐Th ☒F ☐Sa ☐SuTimes: 5:00pm to 9:00pmTotal Number of Youth: 370 AGE RANGE: 5 to 18Average Attendance: 200Total Number of Adult Participants (21+) 0**Site 2:** Facility Name: Delano-Hitch Recreation ParkAddress: 401 Washington Street, Newburgh, NY 12550Program Offering/Component Name: SummerOperation Period: 7/1/2018 to 8/15/2018 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: Independence Day

Days of Operation:

☒M ☒T ☒W ☒Th ☐F ☐Sa ☐SuTimes: 5:00pm to 9:00pm

Summer Schedule:

☒M ☒T ☒W ☒Th ☐F ☐Sa ☐SuTimes: 5:00pm to 9:00pmTotal Number of Youth: 320 AGE RANGE: 5 to 14Average Attendance: 200Total Number of Adult Participants (21+) 0**Site 3:** Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____ / ____ / ____ to ____ / ____ / ____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

Site 4: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____ / ____ / ____ to ____ / ____ / ____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: ____ to ____

Orange County Youth Bureau Universal Program Application

Total Number of Youth: _____	AGE RANGE: _____ to _____	Average Attendance: _____
Total Number of Adult Participants (21+) _____		

Orange County Youth Bureau Universal Program Application

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES			
Program Name: City of Newburgh Year Around Basketball Program			
POSITION/TITLE* <i>(Specify paid personnel vs. paid consultants vs. volunteer)</i>	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Recreation Coordinator - Paid	Recreation Director	Sixty college credits in recreation, sports management or related field or graduation from a high school equivalency diploma and two seasons of paid or volunteer experience.	Assists in coordinating and administering a recreation programs, schedules and directs recreation activities.
Recreation Laborer: Paid	Recreation Coordinator	Valid drivers license. Able to lift 50lbs. have ability to carry out duties with minimal supervision.	Assists in the set up for basketball games. Assists in clean up during and after games.
Referee Summer Session: Paid	Recreation Coordinator	Referee Certification	Maintain good order and discipline by enforcing league rules during game.
Referee Summer Outdoors: Paid	Recreation Coordinator	Referee Certification	Maintain good order and discipline by enforcing league rules during games.
Referee Fall Session: Paid	Recreation Coordinator	Referee Certification	Maintains good order and discipline by enforcing rules during games.
Referr Winter Session: Paid	Recreation Coordinator	Referee Certification	Maintains good order and discipline by enforcing rules during games.
Security Guards	Recreation Coordinator	New York State 8-hour course	Ensures games are conducted in a safe manner by monitoring th behavior of participants and spectators
Scorekeeper: Paid	Recreation Coordinator	14 yrs. of age or older. on the job training from recreation coordinator.	Operates official game clock and scorebook during all contests.

***For Each Paid Position: Titles Must Be Exactly the Same as on the Total Budget & Personnel-Time/Payment pages**

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
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**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: Derrick Stanton, Recreation Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☒ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☒ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Print Name:

Title:

Date:

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Applicant must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Applicant" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Applicant fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Applicant that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Applicant is necessary to protect public property or public health safety, and that the Applicant is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Applicants.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2018 RFP**IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Applicant certifies as true under the penalties of perjury that:

By submission of this proposal each Applicant and each person signing on behalf of any Applicant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Applicant is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Applicant cannot make the certification, the Applicant shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Applicant who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE: **SIGNATURE:** _____**NAME:** **TITLE:** **BUSINESS NAME:**



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2018

Submitted as part of Original RFP

6/29/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

Year Around Basketball Program

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Recreation Coordinator (1)	\$28.00	H	\$8,064.00	\$0.00
Recreation Laborer (1)	\$19.26	H	\$5,546.88	\$0.00
TOTAL SALARIES AND WAGES			\$13,610.88	\$0.00
TOTAL FRINGE BENEFITS				
TOTAL PERSONAL SERVICES (1)			\$13,610.88	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Referees Summer Session	\$80.00	Game	\$5,760.00	\$5,760.00
Referees Summer Session Outdoors	\$80.00	Game	\$12,480.00	\$12,480.00
Referees Fall Session	\$80.00	Game	\$10,240.00	\$10,240.00
Referees Winter Session	\$80.00	Game	\$7,680.00	\$7,680.00
Security Guards	\$25.00	Hour	\$11,000.00	\$11,000.00
Scorekeeper	\$10.00	Game	\$2,960.00	\$0.00
TOTAL CONTRACTED SERVICES (2)			\$50,120.00	\$47,160.00
TOTAL MAINTENANCE & OPERATION (3)			\$32,720.00	\$0.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
TOTAL FACILITY REPAIRS (4)		\$0.00

NEEDS TO MATCH APPLICATION COVER PAGE TOTAL PROGRAM AMOUNT

\$96,450.88

NEEDS TO MATCH APPLICATION COVER PAGE + TOTAL YOUTH BUREAU FUNDS REQUESTED

\$47,160.00

Cost per Participant *Enter the Total Number of Participants to be served

# of youth participants (up to 21)	0	# of adult participants (21+)	0
Total Budgeted Cost per Participant	0	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	0	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
- ☐ Allocation is different from the Request, Total Program Amount the same
- ☐ Allocation is different from the Request, Total Program Amount is different
- ☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/29/2017

YB to complete
Program ID:

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: Year Around Basketball Program

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

Consumable Supplies (List in space at right).....
Maintenance/Equipment Repairs (List in space at right)....
*Equipment Rentals (List in space at right).....
*Equipment Purchases (List in space at right).....
Space Rentals (Indicate Rate/Basis/Type at right)
Travel (Includes Mileage Rate @ \$0.____ per mile)
Insurance (List type in space at right).....
Utilities and Telephones

Other Costs (List in space at right).....

3. TOTAL Maintenance and Operation:

Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$10,400.00	\$0.00	Gym Rental
\$22,320.00	\$0.00	Uniforms and trophies
\$32,720.00	\$0.00	

*Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS



PERSONNEL – TIME/PAYMENT PAGE

Program Name: City of

Position Title Each Title Must Be Exactly the Same as on the <i>Total Budget</i> and <i>Personnel: Qualifications and Duties</i> pages	Total Number paid with Youth Bureau funds	Total Number of Weeks paid with Youth Bureau funds*	Total Number of Weekly Hours paid with Youth Bureau funds*	Hourly Rate of Pay (If more than one position, use highest salaried employee)	Total Weekly Salary paid with Youth Bureau funds*
Recreation Coordinator	0.00	0.00	0.00	\$0.00	\$0.00
Referee (Summer)	2.00	6.00	12.000	\$40.00	\$960.00
Referee (Summer) Outdoors	2.00	6.00	26.00	\$40.00	\$2,080.00
Referee (Fall)	2.00	8.00	16.00	\$40.00	\$1,280.00
Referee (Winter)	2.00	8.00	12.00	\$40.00	\$960.00
Security Guards	1.00	28.00	14.00	\$25.00	\$350.00
Scorekeeper	1.00	28.00	14.00	\$10.00	\$140.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

* Employees with varied or seasonal schedules must be identified as such and a clear explanation provided for the total number of hours paid with Youth Bureau funds, the hourly rate of pay, and the total salary.



Program Name: City of Newburgh Year Around Basketball

NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM-TO
Orange County Youth Bureau	County/State	\$47,160.00	Rachel Wilson, 845.615.3620	01.01.2018-12.31.2018
City of Newburgh	City	\$49,290.88	Derrick Stanton, 845-569-7374	1/1/2018 to 12/31/2018
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
		\$.00		
	TOTAL:	\$96,450.88		

**** The TOTAL (Column D) needs to match TOTAL PROGRAM AMOUNT on Program Budget form AND Application Cover Page."**



Orange County Youth Bureau 2018 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 30, 2017

PART I

Background, Requirements, Application Instructions and Scoring Rubric

You must submit ONE PAPER ORIGINAL AND TWO PAPER COPIES of the required application documents by June 30, 2017 to:

Hand delivery, FedEx and UPS:

James P. Burpoe, Commissioner
Orange County Dept. of General Services
22 Wells Farm Road
Goshen, NY 10924

US Postal Service:

James P. Burpoe, Commissioner
Orange County Dept. of General Services
P.O. Box 218
22 Wells Farm Road
Goshen, NY 10924

Projected Timetable of Key Events

Event:

Request for Proposals Released
Submittal of Questions, in writing Deadline
(See Youth Bureau's website for previously asked questions from past RFPs.)

Addendum Issued

Proposals Due

Competitive Awards Announced (tentative)
Contract Start Date

Date:

6/2/17

6/9/17

6/16/17

6/30/17 – 4:00 PM EDT

10/27/17

1/1/18

Inquiries

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Applicant during the procurement process. An Applicant is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is the Commissioner of General Services or his representative, telephone (845) 291-2792. Applicants responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

SECTION ONE: BACKGROUND

1.1 Introduction

A. The Orange County Youth Bureau is pleased to request applications for funding to support programs for Orange County youth age 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

B. The Orange County Youth Bureau administers Youth Development Program (YDP) and Runaway & Homeless Shelter Part I (RHYA) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars.

C. Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County 2011-2016 Children and Family Services Plan.

1.2 Funding Available and Purpose

A. Funding Available

The amount of funding will be subject to the availability of annual State and County appropriations, which have not yet been made. In awarding funds, all 2018 applications are considered new and competitive. In 2017, Orange County Youth Bureau funding of approximately \$500,000 was available to award to eligible Applicants through the Competitive funding process. Once again, the County anticipates that this grant competition will be highly competitive. Matching funds are not required but encouraged.

B. Purpose & Priorities

The purpose of the Orange County Youth Bureau is to promote positive youth development across systems and to develop, fund, and monitor programs that improve the quality of life for children, youth and families. To carry out the mission of the Youth Bureau, funding is targeted towards the Touchstone Life Areas. Please refer to Part III of this RFP, the Orange County 2011-2016 Children & Family Services Plan (CFSP), for information on prioritized Goals, Objectives, and Strategies that applications should seek to address through proposed programming. *Note this plan was extended an additional year, through 2017, by the New York State Office of Children and Family Services.

1.3 Key Information

Please note the following highlights of the 2018 Orange County Youth Bureau Request for Proposals:

- A. **Organizations who wish to apply for funding for more than one program offering must complete a full application for each proposed program.**
- B. To meet the County's deadline for its 2018 competition, one original and two copies of the application must be submitted to General Services by 4:00 PM EDT June 30, 2017 to be eligible for funding. This includes the Cover Page with original signature, Part II (Application Forms) **and** Part V (Fiscal Documents).
- C. **Questions on the RFP must be submitted in writing by June 9, 2017, 4:00 P.M. prevailing time.** Questions received after this time may not be addressed. Questions should be sent to the Department of General Services by either email to generalservices@orangecountygov.com or faxed to the Department of General Services at (845) 291-2797. **No questions will be entertained by any other means** (with the exception of technical questions on electronic forms, see Section 2.1. below). An addendum responding to the questions will be issued on or about June 16, 2017. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Applicants. Questions will not be responded to individually.
- D. There is no minimum/maximum funding amount that can be requested. However, the County reserves the right to place a cap on funding in each contract award.
- E. Though matching funds are not required, the strongest proposals will demonstrate support from other sources in addition to the Youth Bureau.
- F. **Programming and/or services must be provided within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.
- G. If a municipality chooses to charge a fee for youth enrollment, it must accommodate any youth who is unable to pay the fee by either offering scholarships, a tiered fee schedule or waiving the fee. There must be a clear, written policy in place and available to youth, families, and the Youth Bureau for review. The municipality operating a recreational program is responsible for the collection of, setting of and reporting of the fee charged. Additional policies and procedures regarding municipal recreation fees can be found in the Youth Bureau Policies and Procedures Manual found on the website at www.orangecountygov.com/youthbureau.

1.4 Term of County Contract

Successful programs will be given a 12-month contract with a start date of January 1, 2018.

1.5 Eligible Applicants

The following organizations are eligible to apply for funding through this RFP: not-for-profits, secular and faith-based, organizations operating in Orange County; Orange County municipalities; and partnerships or consortia consisting of the foregoing. Applicants that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

1.6 General Program Requirements

- A. Organizations may apply for funding for more than one program. Full applications are required for each program proposed.
- B. Programs must provide direct youth and/or family service activities.
- C. Administrative costs may not be more than 15 percent of the total program budget and must be allocated in the budget attachment.
- D. Applicants are required to have reliable access to electronic mail and the Internet as part of their grants. Communications and reporting requirements are frequently completed through the Internet and electronic mail. Applicants without access to computers and additional hardware and software must demonstrate how they will meet these requirements.
- E. Applications must be collaborative in nature and not duplicate or compete with other programs in the Applicant's respective community. Applications with more than one partner must define the lead agency and its responsibilities, as well as the responsibilities of each partner agency. Addenda from partners and other support information **cannot** be attached. All support must be demonstrated within the Applicant's program narrative.

SECTION TWO: APPLICATION SUBMITTAL & FUNDING CONSIDERATIONS

2.1 Application Submittal Process

- A. Application Submission
 - 1. It is highly recommended that you begin the application at least three weeks before the deadline. This will allow time to address any technical issues prior to the application deadline.
 - 2. Complete each required form in Part II, Required Application Forms and Part V, Fiscal Documents. **Handwritten applications will not be accepted.** Incomplete applications may be discarded.
 - 3. The **only** attachments that are **required** and that will be accepted are:
 - **Part II of V:** Board List Attachment, Iran Divestment Certification, and Non-Responsibility Disclosure

- **Part V OF V:** Financial Documents (Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page)
- A copy of agency's most recent **FULL** A-133 Audit or municipality's most recent Certified Financial Statement
- Applicable certificates of authority/incorporation/partnership/dba, etc.

B. Electronic Forms Technical Issues:

Contact the Department of General Services at (845) 291-2792 or generalservices@orangecountygov.com prior to the application due date to explain and resolve the issue.

C. Copies and Delivery Information

ONE ORIGINAL AND TWO COPIES OF THE APPLICATION, INCLUDING COVER PAGE WITH ORIGINAL SIGNATURE, along with the rest of PART II, REQUIRED APPLICATION FORMS, AND PART V, FISCAL DOCUMENTS MUST BE SUBMITTED TO GENERAL SERVICES BY 4:00 PM BY JUNE 30, 2017.

Hand delivery, FedEx and UPS:

James P. Burpoe, Commissioner
Orange County,
Dept. of General Services
22 Wells Farm Road
Goshen, NY 10924

US Postal Service:

James P. Burpoe, Commissioner
Orange County,
Dept. of General Services
P.O. Box 218
22 Wells Farm Road
Goshen, NY 10924

D. Other Requirements

1. Applicants should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their proposal. Regardless of the propriety or legality of registration status, as a condition of contract, the Vendor shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Vendor consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Vendor's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Vendor shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.
2. The County encourages submission of proposals by certified Minority- and Women- Owned Business Enterprises (MWBE).

3. A Non-Collusion Certification is included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
 4. A Disclosure of Non-Responsibility Determination is included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
 5. An Iran Divestment Act Certification included in this RFP. Applicants must complete and submit a signed original and the applicable number of copies with their proposal.
- E. Supplier Forms are included in this RFP. Applicants that have not contracted with the County of Orange in the last twelve (12) months must submit completed and executed Supplier Forms prior to execution of a contract by the County.
- F. Applicants awarded a contract will be required to complete Pay to Play forms, in the same form as the template found in Section 6 of this Part I of this RFP in the timeframe, if any, indicated in this RFP. For those contracts the law applies to, the law requires the County to run any contractor's name *and various names associated with such contractor*, through a campaign donor database **before the contract is awarded**. As a result, you will need to supply particular information to the County relative to those personal or business relationships the contractor has. If you are selected by the County to contract with, Forms A, B and C will then be required with your signed contract.
- G. Applicants awarded a contract agree to execute the contract in the same form as the template found in Section 7 of this Part I of this RFP in the timeframe, if any, indicated in this RFP.

2.2 Selection Criteria

- A. Proposals will be reviewed by Youth Bureau staff using the following criteria:

CATEGORY	PERCENTAGE
Program Design	50%
Organizational Capability & Experience	30%
Budget & Budget Adequacy	20%

B. With respect to Program Design, the County may consider factors including, but not limited to: program location; primary service or Life Area; innovation; geographic, demographic, and programmatic diversity across programs; and whether a program serves a rural, high poverty, and/or economically distressed areas.

C. With respect to Organizational Capability & Experience, the County may consider any information or records the Applicant submitted in its proposal or that the County has in its system of records in connection with previous business including but not limited to Program Reports, Expenditure Reports, Program Monitoring Tools, Audits, quality and timeliness of

reporting, compliance with County or program policies. Past performance and other factors may also be used as a consideration in funding decisions.

D. Each application will be reviewed by Youth Bureau reviewers. Scores will be recorded and averaged. Once the process is complete, all raw scores will be considered final. Applicant scores and pertinent information will be charted and rank ordered by average score, from the highest scoring applications to the lowest.

2.3 Competitive Recommendations/Funding

A. The ranked applications and the completed scoring chart are then submitted to the Youth Bureau Proposal Review Committee for review and to determine which proposals will be submitted to the full Youth Advisory Board for competitive funding consideration and a vote.

B. Funding may be subject to a cap based on the total amount requested by all Applicants, and the availability of funds. The County may also limit awards given to any agency and may only fund Continuation programs, based on availability of funds.

2.4 Additional Information, Interviews & Site Visits

The County may require any or all Applicants to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Applicant will have available for the performance of this contract. The County reserves the right to interview, any or all Applicants and/or visit any or all Applicant's sites during the evaluation of proposals by the Board Proposal Review Committee. If applicable, the County shall contact Applicants to arrange an interview the week of September 25, 2017 (which the County may require to be held at County offices) and/or a site visit of Applicant's facilities at any time during the evaluation process. Applicants are reminded to include their best technical and price terms in their initial application and budget and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final budget page. The County may award the contract without interviews and/or site visits for any or all Applicants, if deemed to be within the best interests of the County.

SECTION THREE: APPLICATION INSTRUCTIONS

3.1 General Information for Applicants

A. Applications must be submitted to the Orange County Department of General Services by 4:00 PM on June 30, 2017. Cover Page with original signature, along with the rest of Part II, Required Application forms, and Part V, Fiscal Documents, and two copies MUST be received in hard copy. The acceptance of late or incomplete submissions will be at the discretion of the Orange County Youth Bureau.

B. Applicants are advised to use the application instructions in conjunction with Part III of this RFP, the 2011-2016 Children and Family Services Plan (CFSP), and Part IV of this RFP, the 5003 Coding Document, to complete the application.

3.2 Instructions for completing Part II of this RFP - the Application (page numbers refer to the pagination in Part II of this RFP):

- A. Cover Page (page 2)
- Enter all requested information. You **MUST** include email addresses and fax numbers where indicated. Per OCFS, the Fiscal Contact may OR may not be the same person who signs claims. **Blank spaces will be considered INCOMPLETE.**
- B. Services, Opportunities, and Supports (SOS) (page 3) and Children and Family Services Plan (CFSP) Narrative (page 4)
1. SOS (page 3) – See Part IV, 5003 Coding Document
 - Check the *Life Area(s)* your proposed program most closely aligns to (only ONE).
 - Next to selected *Life Area*, check the appropriate *Goal (one)*
 - Next to selected *Goal*, check the appropriate *Objective (one)*.
 - Next to selected *Objective*, check which *Services, Opportunities, and Supports* are the primary focus of your proposed program (maximum of ONE should be chosen).
 2. CFSP (page 4) – See Part III, Children and Family Services Plan
 - Use quantitative and qualitative data to demonstrate the need in the Life Area(s) the proposed program will address; this includes statistical data. Cite data sources.
 - Describe who will be utilizing your proposed program and where they live and/or go to school; give other identifying characteristics, such as risk and protective factors.
 - Explain how your program will address Major Theme(s) and/or Strategies outlined in the CFSP. Link specific program activities to specific themes and/or strategies.
- C. Program Offering Summary (page 5)
1. Background on Program Quality Assessment
 - The Orange County Youth Bureau uses the New York State Office of Children and Family Services Program Quality Assessment (PQA) to monitor and evaluate funded programs. How the PQA is used can be summarized as follows:
 - The PQA is designed for use by an individual or team to examine, discuss, and plan to improve the quality of their youth program. The Orange County Youth Bureau uses the PQA as part of its monitoring practice and encourages organizations to use internally as a low stakes tool to guide ongoing quality improvement discussions.
 - The PQA draws upon elements of the Youth Program Quality Assessment (Youth PQA), a validated instrument, developed by the Weikert Center for Youth Program Quality and is structured around the 8 Features of Positive Youth Development as identified by the National Research Council. The 8

Features are defined in the Agency Program Profile Form in Part II of this RFP.

- The PQA consists of a set of score-able standards for best practices in afterschool programs, community organizations, schools, summer programs, and other places where youth have fun, work, and learn with adults. This instrument is meant for use as a program assessment. As such, methods recommended for scoring the tool are designed primarily to achieve adult learning ends for members who are reflecting on their own practice and planning for change. The PQA is part of a continuous process meant to improve program quality. Though rooted in youth development research, the PQA has not been subjected to evaluation for validation. For this reason, this tool is used with a low stakes accountability policy. The tool is structured with observational items listed at the top of the page, followed by Administrative Self Interview items, highlighted in gray.
- Programs may have average scores in each of the 8 Features from 1-5, with one being the lowest and five being the highest. Once scored, the Youth Bureau will meet with program administrators and staff to review the Features, celebrate successes, develop a plan for program quality improvement, and reflect on staff training needs and opportunities. You can find the NYS PQA on our website at www.orangecountygov.com/youthbureau.

2. To complete the Program Offering Summary:

- Complete Agency Contact Information;
- How Well: Project your target New York State Office of Children and Family Services Program Quality Assessment (PQA) Score and/or briefly describe any other ways your organization measures, monitors, and promotes staff and program quality.
- How Much: Enter projected number of participants served and demographic information. **You must maintain program records to report on this information on a quarterly and annual basis**
- Is Anybody Better Off?: Complete the four columns as outlined below:
- In the first column, a maximum of three Participant Outcomes. Participant Outcomes are the expected change in knowledge, skills, attributes, or behaviors a participant will experience as a result of participating in your program. Example: Youth will increase leadership skills. **Unless you are running a drop-in program attendance is NOT a Participant Outcome.**
- In the second column, list specific activities that youth will participate in that will help them achieve outcomes, i.e. skill building sessions, community service activities, etc...

- In the third column, project the number **and** percentage who will achieve expected outcomes. Example: 46 or 85% of youth will increase leadership skills.
- In the fourth column describe the instruments that will be used to measure your outcomes. These tools collect information and may include behavior checklists, attitude questionnaire, pre-/post-tests, etc. Give a brief description to help clarify what the tool will measure. **Unless you are running a drop-in program, attendance is NOT a measurement tool.**

D. Agency Program Profile (page 6)

- Provide a 100-word maximum summary of your Program in the box.

E. 8 Features of Positive Youth Development (pages 6-7)

- For each of the 8 Features, give specific strategies, policies and procedures of proposed program that address and provide for that feature. The Features are processes or “active ingredients” that programs should use to facilitate positive youth development. Please refer to the list of website resources listed at the end of these instructions for further guidance.
- For the Monitoring & Evaluation sections, explain how your organization will monitor and evaluate both the program and the staff. Refer to the definition of each Feature on the form to guide the development of your answer.

F. Program Logistics Summary (page 8)

- Complete Agency and Program Information requested at top of form.
- For each site, enter the Facility Name, Address, Program, Dates, Days, Times of Operation, Total number served at that site, average attendance expected per program session.

G. Personnel: Paid Staff and Paid Consultants and Volunteers (page 9)

- Complete each column including titles, who supervises that title, what qualifications/screenings are required, and what the specific job duties are for each title. Titles need to match those listed on the Budget Page and Personnel Time Payment Page in the Fiscal Documents (Part V of V).

H. Board of Directors (page 10)

- Complete this form, or attach a Board List, with all requested information. Blank spaces/missing information will render your application incomplete.

I. Budget, Budget Attachment, Personnel Time/Payment, and Other Revenue Sources [Part V of V]: **ALL LEAD APPLICANTS AND SUBCONTRACTORS (if applicable) MUST COMPLETE PART V:**

1. Complete the first Tab of the worksheet – **Program Budget:**

- Complete every section that applies to the proposed program, even if you are not requesting Youth Bureau funds for each line. Use the first column to show totals for the proposed program. Use the second column to show Youth Bureau requested amount.
- Personal Services: include all Position Titles relate to the proposed program. Titles need to match those listed on the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9.) Maintenance and Operations: if requesting M&O, complete second tab of worksheet.
- 2. Second Tab of the worksheet **Budget Attachment** (complete only if requesting M&O):
 - Use the first column to show program totals and the second to show Youth Bureau requested amount.
- 3. Third Tab of the worksheet **Personnel Time Payment Page** (complete only if positions are listed in the Personal Services portion of the Program Budget (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9.)
 - For each paid position, position titles must be exactly the same as on the Program Budget Page (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers (Part II of V, page 9)
- 4. Fourth Tab of the worksheet **Other Revenue Sources** (complete only if other funds, in addition to the funds requested from the Youth Bureau, are to be used towards the program.
 - Indicate other sources of funding that support the proposed program. Include amount requested from the Youth Bureau. The Total amount of funding should match your Total Program Amount on the Cover Page (Page 2) and the Program Budget (Part V of V, Tab 1).

K. Fiscal Capacity

- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.
- Applicants must attach applicable certificates of authority, incorporation, partnership, dba, etc.
- **Applications received without the above required documents will be considered incomplete.**

L. Certifications and Assurances

- Read complete, and provide original signature as indicated on Disclosure of Non-Responsibility Determinations and Iran Divestment Act Certification.
- If funds are to be awarded, signed Pay to Play forms will be required with the contract.

SECTION FOUR: WEB RESOURCES

<http://www.rcgd.isr.umich.edu/garp/articles/eccles04b.pdf>

http://www.forumforyouthinvestment.org/files/ForumFOCUS_Jul-Aug2003.pdf

<http://www.ccf.state.ny.us/initiatives/TouchstonesHome.htm>

http://managementhelp.org/evaluatn/fnl_eval.htm

SECTION FIVE: SCORING RUBRIC -SAMPLE-

Applicant Name:	# Served:	
Program Name:	\$ Request:	
Cost per youth:		
When does program operate (summer, school year, year round)?		
Community Served:		
Program Summary:		
KEY APPLICATION COMPONENTS	1-5	Comments
Application was received on time & to Gen. Services. (1 OR 5)		
1 original+2 copies of application were received. (1 OR 5)		
All instructions were followed correctly. (1 OR 5)		
Application is complete with no empty fields. (1 OR 5)		
Demonstrates a need in a CFSP identified Life Area		
Statistical evidence to support assumptions and statements.		
Describes program participants including, but not limited to gender, age range, community, school district(s), risk and protective factors, and other important characteristics.		
Connects program activities to CFSP themes and/or strategies.		
Demonstrates understanding of what outcomes are.		
Proposes realistic and measurable outcomes.		
Proposes adequate outcome measurement tools.		
Demonstrates 8 Features through appropriate policies, procedures, and program activities.		
Has appropriate monitoring procedures in place.		
Has appropriate evaluation procedures in place.		
Operates during out of school time hours and in accessible locations.		
Adequate staffing at reasonable costs for proposed activities.		
Has support, other than Youth Bureau funds, for the proposed program. (1 or 5)		
The budget includes detailed information and matches the staffing pattern and proposed activities.		
Program costs + cost per youth for service are reasonable.		
The proposal is clear, and concise.		
TOTAL SCORE (100 Max)	0	
NOTES IF CURRENTLY FUNDED:		
Quarterly program reports are on time.		
Quarterly fiscal claims are on time.		
Has not been on fiscal hold for other reasons.		
Is meeting program outcomes as outlined in approved app.		
Participates in YB sponsored trainings, initiatives, mtgs.		
What are the strengths of the proposal?		
What are the weaknesses of the proposal?		

SECTION SIX: PAY TO PAY -SAMPLE-



COUNTY OF ORANGE / County Attorney

STEVEN M. NEUHAUS
County Executive

15 MATTHEWS STREET, STE. 305
GOSHEN, NEW YORK 10924
TEL: (845) 291-3150
FAX: (845) 291-3167
Service by fax not accepted

To: Potential Contractors with Orange County, NY
From: James Burpoe, Commissioner of General Services
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions on or after January 1, 2014 above a certain level (for County Legislators per year and for the County Executive, Sheriff, District Attorney, and County Clerk per year, if that contract must be approved or voted on by such individual).

Exemptions from Law:

1. Contracts which are issued as:
 - a. Emergency Contracts;
 - b. Sole Source provider contracts;
 - c. Contracts required to be awarded to the lowest bidder under New York State Law are all exempt from this Local Law.
2. Also, any campaign donation made prior to January 1, 2014 does not count against this law.

For those contracts the law applies to however, the law requires the County to run any contractor's name, *and various names associated with such contractor*, through a campaign donor database **sixty days before the contract is awarded**. As a result, you will need to supply particular information to the County relative to those personal or business relationships the contractor has.

Please return FORM A with your quote/proposal/qualifications/application/contracts. This is a form which discloses various relationships you as a potential contractor may have. Please also know that if a disqualifying campaign contribution was made, that disqualification can be cured by asking for (and then receiving) a return of the excess campaign contribution within thirty days of being notified of such excess campaign contribution.

If you are selected by the County to contract with, please sign and return with your signed contract, both Form B – an Affidavit of compliance with the law and Form C, incorporating the provisions of the law by reference into your/your organization's contract with Orange County.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792.

-SAMPLE-

FORM A

TO BE RETURNED WITH
QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/CONTRACTS

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except for contracts which are:**

- a. Emergency Contracts;
- b. Sole Source provider contracts; or
- c. Contracts required to be awarded to the lowest bidder under New York State Law.

The definition of Professional Business Entity under the law is: "an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a professional business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity."

PLEASE PROVIDE THE FOLLOWING INFORMATION **IF APPLICABLE** TO YOUR
PROFESSIONAL BUSINESS ENTITY:

- 1. The names and business addresses of any Professional Business Entity who will be directly contracting with the County is/are:
 - a. The Spouse(s) and address of such Person(s) are: (disregard if prohibited by law)
 - b. The names of children living at home with such contracting person(s) are:
- 2. For Corporations, Partnership, Organizations, Unions, or association contracting with the County:
 - a. The name and business address of such entity:

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER
FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY
LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory
Committee approving the award).

FORM A - PAGE 1 - PAY-TO-PLAY LAW

-SAMPLE-

- b. The owners of 10% of more of the equity in any Corporation or Business Trust that contracts with the County are (name and address):

- c. The Partners (or officers) names and addresses:

- 3. The name(s) of any subsidiary directly controlled by any Professional Business entity are:

(please attach any additional pages if needed to provide additional information)

FORM A - PAGE 2 - PAY-TO-PLAY LAW

-SAMPLE-

FORM B

TO BE PROVIDED IMMEDIATELY TO ORANGE COUNTY IF YOU ARE AWARDED A CONTRACT

THIS SWORN (OR AFFIRMED) **CAMPAIGN CONTRIBUTIONS STATEMENT** IS MADE
UNDER PENALTY OF PERJURY

STATE OF _____

SS:

COUNTY OF _____

_____ being duly sworn, deposes and says:

1. The undersigned is making this affidavit as part of the contractual obligation between the undersigned as a contractor or otherwise on behalf of a Professional Business Entity as defined by the Orange County, NY "Pay-to-Play" local law.
2. The contract is exempt from Orange County, NY's "Pay-to-Play" local law because the contract is:
 - a. An Emergency Contract; and/or,
 - b. A Sole Source provider contract; and/or,
 - c. A contracts required to be awarded to the lowest bidder under New York State Law.

OR, IF THE ABOVE PARAGRAPH (2) IS NOT APPLICABLE, the following items (items 3, 4, 5, 6, and 7) are true:

3. I acknowledge that I am a contractor under the definition of a Professional Business Entity as defined by the Orange County, NY "Pay-to-Play" local law or otherwise am signing this affidavit on behalf of a Professional Business Entity.
4. The undersigned understands that this is an affidavit and is sworn to under penalty of perjury and if false may lead to criminal and/or civil action against the undersigned (and if signing on behalf of a business entity, potentially against such entity as well).

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER

FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

FORM B - PAGE 1 - PAY-TO-PLAY LAW

-SAMPLE-

5. The undersigned is familiar with the Orange County, NY "Pay-to-Play Law", a copy of which has been made available to the undersigned.
6. The Professional Business Entity, as defined in the Orange County, NY "Pay-to-Play Law" has not knowingly made a campaign contribution in violation of such local law during the four (4) years preceding this date, and has not made or solicited contributions through intermediaries, third parties, immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
7. The undersigned makes no representation, notwithstanding any other portion of this affidavit, to any campaign contribution made prior to January 1, 2014.

Dated: (insert date and city/town/village where signed)

Print Name

Print Title

Print Name of Professional Business Entity

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

(This space left intentionally blank.)

FORM B - PAGE 2 - PAY-TO-PLAY LAW

-SAMPLE-

FORM C

**TO BE PROVIDED IMMEDIATELY TO ORANGE COUNTY IF YOU ARE AWARDED A
CONTRACT**

INCORPORATION BY REFERENCE INTO CONTRACT WITH ORANGE COUNTY

THIS DOCUMENT IS HEREBY INCORPORATED INTO ANY CONTRACT/AGREEMENT BETWEEN THE UNDERSIGNED AND THE COUNTY OF ORANGE AS DESCRIBED IN SECTION 2(c) OF THE LOCAL LAW. THIS DOCUMENT IS INTENDED TO ENABLE THE COUNTY OF ORANGE TO ENTER INTO SUCH CONTRACT WITH THE UNDERSIGNED.

Prior to the award of certain contracts, Section 5 of the Orange County Local Law No. 13 of 2013, the "Pay-to-Play Local Law" ("Law"), requires Professional Business Entities, defined by Section 2(d) of such Law to make a sworn statement, under penalty of perjury, that the Professional Business Entity has not made a campaign contribution in violation of Section 3 of the Law during the four (4) years preceding the date of this sworn statement, except excluding any contributions made prior to January 1, 2014, unless excepted by Section 8 of the Local Law.

The Contribution Statement forms are required for contracts, as defined required by Section 2(c) of the Law, for:

- (i) the rendition of any services or work;
- (ii) the sale or lease of any land or building except for the real property acquired by the County via a tax sale or tax foreclosure procedure pursuant to Article 10 or Article 11 of the New York State Real Property Tax Law; and,
- (iii) a grant, loan or loan guarantee.

FOR ORANGE COUNTY GOVERNMENT DEPARTMENTAL USE ONLY:

DEPARTMENT _____ CIRCLE REQUEST FOR: QUOTE/BID/PROPOSAL/QUALIFICATIONS/APPLICATIONS OR OTHER

FOR _____

RFP/B NUMBER, IF APPLICABLE: _____ ANTICIPATED EFFECTIVE DATE OF CONTRACT AWARD: _____

CIRCLE APPROPRIATE APPROVAL AUTHORITY: COUNTY EXECUTIVE/COUNTY CLERK/DISTRICT ATTORNEY/SHERIFF/COUNTY LEGISLATOR. If applicable, for Legislator(s), state "ALL" for the full board or list names (e.g. those on a Department Advisory Committee approving the award).

-SAMPLE-

EXEMPTIONS FROM LAW: The following contracts, pursuant to Section 8 of the Law, are exempt from the law:

- (i) contracts that must be awarded to the lowest bidder pursuant to New York State Law;**
- (ii) sole source providers; and,**
- (iii) emergency contracts when the public exigency requires immediate emergency services as determined by an Executive Order or Resolution of the Orange County Legislature.**

Pursuant to Section 6 of the Law, sixty (60) days prior to award of the contract, the County's Commissioner of General Services ("Commissioner") shall review New York State Disclosure Statements filed by County elected officials, and candidates for such offices, that must approve or vote on the contract, as applicable to the contract, for the past four (4) years to determine whether the Professional Business Entity contributed an amount (excluding contributions made prior to January 1, 2014 per the exemption in Section 4) in excess of the contributions permitted under the law for the offices of County Legislator, County Executive, County Clerk, District Attorney, Sheriff, or a committee controlled by a Legislator, the County Executive, County Clerk, District Attorney or Sheriff. The Commissioner shall notify the Professional Business Entity of any excess amount and the Professional Business Entity shall have thirty (30) days to cure by requesting return of the excess contribution. Proof of receipt of the excess contribution must be provided to the Commissioner at least five (5) business days prior to the award of the contract or the bid, proposal, quote or application shall be rejected.

The individual(s) signing the Contributions Statement form is/are duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:

- (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,**
- (ii) has not made or solicited contributions through intermediaries, third parties, [or] immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).**

A Professional Business Entity that files a false Contribution Statement will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.

The Professional Business Entity acknowledges and agrees that it shall have a continuing duty to report any violations of this law that may occur during the negotiation, proposal process or duration of a contract. Any Professional Business Entity who violates Section 3 of the Law shall be in material breach of the terms of the contract, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

-SAMPLE-

Any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

(This space left intentionally blank.)

SECTION SEVEN: CONTRACT -SAMPLE-

Orange County Youth Bureau Funding Agreement

FY 201

THIS AGREEMENT, made the _____ day of _____, 20____ by and between the County of Orange, a municipal corporation of the state of New York, having a principal business address at 255-275 Main Street, Goshen, New York 10924, ("County") by and through the _____ Orange County Youth Bureau ("Youth Bureau") and _____ having a principal business address at _____ ("Agency.")

WITNESSETH

WHEREAS, a study has been made of providing a program: (Program Description)

and

WHEREAS, the Agency is capable of providing a program: Program Description)

, hereinafter called the "Program;"

And

WHEREAS, the Youth Bureau and the Orange County Legislature, by Resolution Number ____ of 20____, has approved the Program as conforming with the plan and purposes of the Youth Bureau.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of this Agreement is January 1, 20__ to December 31, 20__.

2. PROGRAM FUNDING

- A. County will provide Agency Program funding in the following amount(s) and from the source(s), as applicable:

New York State Youth Development Program Funding \$ _____

New York State Runaway & Homeless Youth Assistance Funding \$ _____

County of Orange Solutions Grant Funding \$ _____

(hereinafter referred to as the "Funding")

- B. Payment of the Funding shall be made in accordance with this Agreement and in installments established by the Youth Bureau Director and further agreed upon by Agency as set forth in Section 8 of this Agreement.

3. STATE AID REQUIREMENTS

☐ **This Section of the Agreement is applicable only if this box is checked.** That pursuant to the provisions of Article 19-A of the Executive Law, Orange County, through its Youth Bureau, will apply for State Aid equal to the budgeted amount for this program as stated in OCFS Form 3105 Project Application. The parties hereto agree that the New York State Funding shall be contingent upon the approval and funding by the Office of Children & Family Services ("OCFS"). OCFS approval shall specifically signify that State Aid is available to County for the purposes of this Agreement and further, that the applicable Funding is included in the annual New York State Budget covering the period of this Agreement. Agency further agrees that, in the event County ever over-pays Agency or in any way disburses funds to which Agency is not entitled, Agency agrees to return such monies to County within thirty (30) days of notification by County.

4. EXECUTORY AGREEMENT

- A. The parties hereto clearly understand and agree that all sums to be paid to Agency by County hereunder are conditional. County shall have no liability under this Agreement to Agency or to anyone else beyond funds appropriated and available for this Agreement.
- B. It is fully agreed upon that County hereby expressly reserves the right, at any time, to reduce Funding to such an extent as the State of New York and/or the Orange County Legislature reduces Funding, as may be applicable to the Funding source.

5. EVALUATIONS

- A. The Youth Bureau will advise Agency regarding the Program and as indicated in the project application for the Program annexed in the attached and incorporated Exhibit "A". The Youth Bureau will be permitted to conduct thorough evaluations of any and all activities to be funded by this Agreement.
- B. That if, after thorough program evaluation, it is the determination of the Youth Bureau that the Program is not operating in an effective and desirable manner, this Agreement may be terminated by County. In such case, termination of funds will occur after 30 days written notice from County to Agency Director and Agency Board Chairperson.

6. BUDGET REQUIREMENTS

The anticipated budget of Agency to operate the Program has been clearly and acceptably outlined on the Funding summary in the project application for the Program and any deviation from the proposed budget or the Funding summary shall require the written consent of both parties. In the event that Agency deviates from the proposed budget or the Funding summary without written consent of the Youth Bureau, County may terminate this Agreement.

7. AGENCY FISCAL RESPONSIBILITIES

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Agency will supply all necessary supervision, direction and bookkeeping services essential to comply with the claims and billing procedures required by Orange County and by OCFS, as applicable to the Funding source, to include documentation of each transaction, expenditure and unexpended funds including the maintenance of separate and complete fiscal accounts at a minimum as generally outlined in this Agreement including, but not limited to Sections 8, 21, 22 and the attached and incorporated Exhibit "B". In the event that Agency is provided inaccurate or false documentation or verification of all expenditures agreed upon in the budget, the funds related to the inaccurate, false or unverified claims must be disgorged and remitted to County. Agency further agrees that any failure on its part to comply with the procedural requirements as set forth above will be automatic grounds for termination of this Agreement without further cause, hearing or judicial proceedings.

8. REIMBURSEMENT

- A. **The parties agree that this is a cost-reimbursable Agreement** and County shall make reimbursement to Agency monthly, no later than quarterly, only after receiving from Agency vouchers and other appropriate documentation as may be required by County and by OCFS, as applicable to the Funding source, except

that, subject to approval by OCFS, as applicable to the Funding source, County, in its discretion, may make advances of not more than the maximum reimbursable sum to Agency pursuant to agreement between the parties.

- B. ☐ This subsection of the Agreement is applicable only if this box is checked.** Agency shall provide “proof of payment” to County in the amount of [dollars (\$00.00)] as Agency’s matching contribution towards operating and maintaining the program, the “proof of payment” is to be provided to County monthly, no later than quarterly. Agency represents that its matching contribution is not made up of funds received from Federal or State funds with the exception of Federal Revenue Sharing Funds.

9. STAFFING AND PARTICIPATION

Agency agrees to provide necessary staff and/or resources for participation, and to participate in pertinent special events which may be operated or sponsored by the Youth Bureau during the Program term.

10. LICENSING AND PERMITS

Agency hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for the Program, if any are necessary prior to the commencement of the Program and forward a copy of any such license or permit and any and all updates to and renewals thereof to the Youth Bureau.

11. COMPLIANCE

Agency warrants and represents that it will comply in all respects with all Federal, State, and Local laws and regulations, policies and guidance which pertain to the Program and this Agreement including, but not limited to, those listed in the attached and incorporated Exhibits “C” and “D” as well as all applicable policies and rules that may, from time to time, be promulgated by the Youth Bureau and/or OCFS, as applicable to the Funding source, including its obligation to record in an orderly manner and report specific client information as required by County and/or by OCFS, as applicable to the Funding source.

12. BUILDINGS AND GROUNDS

Agency shall ensure that all grounds, structures, buildings and furnishings at all Program sites are maintained in good repair and free from dangerous defects at all times; and that all grounds, structures, buildings and furnishings comply with all applicable laws, rules and regulations governing their use including, but not limited to: zoning, building, health, safety and fire codes.

13. STATE FINANCE LAW COMPLIANCE

For Program Funding from New York State, if any, Agency agrees to the provision of Sections 139-A and 139-B of the New York State Finance Law relating to waivers of immunity.

14. PROCUREMENT OF AGREEMENT

- A. Agency represents and warrants that no person or selling agency has been employed or retained by Agency to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Agency further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Agency makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of these representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

15. PAY-TO-PLAY

Pursuant to Section 10 of the County of Orange "Pay-to-Play Local Law", the regulatory and penalty provisions of this law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.

16. CONFLICT OF INTEREST

- A. Agency agrees that no current officers, directors, or incorporators of Agency shall be hired or retained by Agency to fill any staff position or perform any service required under this Agreement, and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the County Executive and the Youth Bureau's Director.
- B. Agency represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of this Agreement. Agency further represents and warrants that no person having such conflict of interest or possible conflict of interest shall be employed or contracted by it unless such person:

- i. if required by the Orange County Local Ethics Law ("**Local Ethics Law**"), as may be amended, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement; or
 - ii. if not required to complete and submit such a disclosure form, must either voluntarily complete and submit a Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.
- C. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided for by law, in equity or, pursuant to this Agreement.
- D. The foregoing provisions shall not limit County's rights under the Local Ethics Law with regard to civil penalties or criminal prosecution with respect to County Officer or Employee as defined in the Local Ethics Law.

17. CURRENT OR FORMER COUNTY EMPLOYEES

- A. Agency represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Agency has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with County.
- B. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity, or pursuant to this Agreement.

18. INDEPENDENT CONTRACTOR

- A. In performing this Agreement, Agency shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Agency shall be solely responsible for determining the means and methods of the Program and shall have complete charge and responsibility for Agency's personnel engaged in the performance of the same.
- B. In accordance with its status as independent contractor, Agency covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of County, or of any department, agency or unit thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

19. ASSIGNMENT AND SUBCONTRACTING

- A. Pursuant to General Municipal Law §109, Agency shall not assign, transfer, convey, sublet or otherwise dispose of any of its rights, title or interests in this Agreement, or its power to execute this Agreement, without the prior express written consent of the County Executive, or his or her designee. If Agency assigns, transfers, conveys, sublets or otherwise disposes of its rights, title or interests in this Agreement, or its power to execute it, without such consent, County shall revoke and annul this Agreement and County shall be discharged from any and all liability and obligations growing out of this Agreement to Agency and any party to which such assignment, transfer, conveyance, sublet or other disposition was purportedly made. Agency shall also forfeit and lose all moneys heretofore earned under this Agreement, except so much as may be required to pay its employees performing under this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Agency for the benefit of its creditors made pursuant to the laws of the State of New York.
- B. This Agreement may be assigned by County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

20. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

- A. Identification Number(s). For granting, renewing, amending, supplementing or restating the license of any person, and for every invoice or other claim for payment submitted to County by an Agency under a contract to purchase goods or services or any lease of real or personal property, the application, invoice or claim must include Agency's payee identification number. This number is any or all of the following:
 - i. the payee's Federal employer identification number;

- ii. the payee's Federal social security number, and/or
- iii. the payee's Agency Identification Number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Agency does not have such number(s), on its invoice or other claim for payment, Agency must give the reason or reasons why it does not have a payee number(s).

B. Privacy Notification.

- i. 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 New York State Tax Law §5. Disclosure of this information by Agency, seller or lessor to County 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 New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- ii. The personal information is requested by County and may be forwarded to the New York State Commissioner of Taxation and Finance upon request of that Commissioner, pursuant to New York State Tax Law §5(3).

21. RECORDKEEPING

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

22. RETENTION OF RECORDS

Agency agrees to retain all paper and electronic invoices, payment receipts, books, records and other data and documents relevant to this Agreement ("Records") for six (6) years after the final payment or termination of this Agreement, whichever later occurs, unless longer retention period is required by state or federal law or regulation. County, or any State and/or Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any Records during the term of the Agreement and the retention period.

23. AUDIT

All Records as defined in Section 22 of this Agreement and accounts upon which the Records are based are subject to inspection, review and audit by County, the State of New York, the federal government, and/or other persons or entities duly authorized by County. Agency, upon request, shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required for evaluation of the reasonableness of the charges. Such audits may include examination and review of the source and application of all funds relevant to the performance of the Scope of Work, whether from County, New York State, the federal government, private sources or otherwise. Agency shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

24. INSURANCE

- A. For the performance of services under this Agreement, as may be amended, Agency shall obtain and maintain, in full force and effect during the term of this Agreement, and any renewal or modification thereof, at its expense, insurance coverage of the types and at least in the minimum amounts listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers with an A.M. Best rating of A- or better and satisfactory to County, who have been fully informed as to the nature of the services to be performed and any modifications thereto. Additional coverage types or limits may be required by County if any policy contains a contractual liability exclusion.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (Including Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Including Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

- B. Except for Worker's Compensation, Disability and Professional liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Agency and not those of County.
- C. Notwithstanding anything to the contrary in this Agreement, Agency irrevocably waives all claims against County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section 24. The provisions of insurance by Agency shall not in any way limit Agency's liability under this Agreement.
- D. Each policy of insurance shall contain clauses to the effect that:
- i. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County;
 - ii. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to County's Risk Management Division and the Youth Bureau Director; and
 - iii. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Agency.
- E. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
- i. Policy retroactive dates coincide with or precede Agency's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
 - ii. If the insurance is terminated for any reason and/or following final payment, Agency shall maintain an extended reporting provision and/or similar insurance for the period of performance plus six (6) years from the date of such termination and/or final payment.
 - iii. Immediate notice shall be given to County through the Youth Bureau Director and County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.
- F. Agency shall provide County with certificates of insurance evidencing Agency's compliance with these requirements prior to execution of the Agreement by

County and shall provide updated certificates within two (2) business days of receipt by Agency during the term and any renewals or modifications thereof.

25. INDEMNIFICATION

- A. Agency shall indemnify, defend and hold harmless County, its officers, employees, contractors, agents and other representatives from and against all claims, liabilities, expenses, costs, losses, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of, directly or indirectly, Agency's and/or its officers, employees, partners, agents, subcontractors or other representatives performance of this Agreement.
- B. Without limiting the foregoing, Agency specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Agency's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of Agency's its officers, employees, partners, agents, subcontractors or other representatives performance under this Agreement.
- C. In the event that any claim is made or any action is brought against County arising out of or in connection with or otherwise relating to the Agreement either within or without the scope of Agency's duty, obligations or applicable industry standards, or any respective officer's employee's, subcontractor's, assignee's, or other representative's duties or obligations; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, losses, damages or actions. The rights and remedies of County provide for in this Section 30 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

26. PROTECTION OF COUNTY PROPERTY

- A. Agency assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by County, and caused, either directly or indirectly by the acts, omissions or lack of good faith of Agency, its officers, employees, partners, agents, subcontractors or other representatives.
- B. Agency agrees to defend, indemnify and hold County harmless from any and all claims, liabilities, expenses, losses, costs, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of any loss, damage (except for normal wear and tear), or destruction of County property.

- C. In the event that any County property is lost, damaged (except for normal wear and tear), or destroyed, then County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

27. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES

- A. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- B. Furthermore, in accordance with Section 220-e of the New York State 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, Agency agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin:
 - i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
 - ii. discriminate against or intimidate any employee hired for the performance of work under this contract.
- C. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Agency agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:
 - i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
 - ii. discriminate against or intimidate any employee hired for the performance of work under this contract.
- D. Agency 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.
- E. If this Agreement involves the sale or rental of property, Agency specifically agrees to abide by all applicable provisions of federal and state laws and regulations, as applicable to sale or rental of the property. With respect to any

sale of the property and selection and treatment of tenants, Agency shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status or marital status.

28. SECULAR PURPOSE

- A. Agency agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.
- B. Additionally, Agency agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in providing services pursuant to this Agreement it will:
 - i. not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion;
 - ii. not discriminate against any individual or entity, seeking to participate or participating in any program or activity of this Agreement and will not limit the programs and activities or give preference to persons, on the basis of religion; and
 - iii. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement or any other Agreement with County.

29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

- A. Agency certifies and warrants that all wood products to be used under this Agreement, if any, will be in accordance with, but not limited to, the specifications and provisions of New York 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.
- B. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Agency will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165.

- C. Any use of tropical hardwood must meet with the exception requirements of State Finance Law §165(2)(d)(iii), as established by Agency and upon the approval of County; otherwise, the bid or proposal may not be considered responsive.

30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH NOTIFICATION ACT

Agency shall comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

31. COMPLIANCE WITH EXECUTIVE ORDER 38

Agency is and shall remain in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found here: <http://www.executiveorder38.ny.gov/>.

32. COMPLIANCE WITH PROCUREMENT LOBBYING LAWS

To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, Agency certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or incomplete, County may terminate this Agreement by providing written notification to Agency in accordance with the terms of this Agreement.

33. COMPLIANCE WITH IRAN DIVESTMENT ACT

- A. Agency certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>
- B. Agency further certifies that in the performance of this Agreement, it will not utilize any subcontractor that is identified on the Prohibited Entities List. Agency agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Agency also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by County.
- C. During the term of the Agreement, should County receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Iran

Divestment Act (State Finance Law §165-a) within ninety (90) days after the determination of such violation, then County agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Agency in default.

- D. County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

34. FORCE MAJEURE

Other than the strike, lockout, labor strife or troubles of Agency or Agency's subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of: war; blockade; revolution; insurrection; civil commotion; riot; mobilization; act of God; plague or other epidemic; fire; flood; obstruction of navigable waters by ice or other obstruction at any port; acts of the public enemy; any unforeseeable material or transportation or utility shortage or curtailment; governmental order, decree or regulation; then each party suffering from such condition may be excused from performance during the continuance of any such condition and for so long as such condition shall prevent, hinder or delay performance. However, in the event the condition shall continue longer than one (1) year in duration, or earlier upon Agreement of the parties, and provided that neither party has performed, the parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, that party must be made whole as the situation dictates.

35. TERMINATION

- A. County may, by ten (10) days written notice to Agency, terminate this Agreement in whole or in part at any time:
 - i. for County's convenience;
 - ii. upon the failure of Agency to comply with any of the term(s) or condition(s) of this Agreement; or
 - iii. upon Agency becoming insolvent or bankrupt.
- B. Upon termination of this Agreement, Agency shall comply with any and all County closeout procedures, including, but not limited to:
 - i. Accounting for and refunding to County within thirty (30) days, any unexpended funds which have been paid to Agency pursuant to this Agreement; and

- ii. Furnishing within thirty (30) days an inventory to County of all equipment, appurtenances and property purchased by Agency through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.
- C. In the event County terminates this Agreement in whole or in part, County may procure, upon such terms and in such manner as deemed appropriate, goods and/or services similar to those so terminated, and Agency shall continue the performance of this Agreement to the extent not terminated hereby.
- D. If this Agreement is terminated in whole or in part for other than the convenience of County, any goods and/or services procured by County to complete the performance of this Agreement shall be charged to Agency and/or set off against any sums due Agency.
- E. Notwithstanding any other provision of this Agreement, Agency shall not be relieved of liability to County for damages sustained by County by virtue of Agency's breach of the Agreement or failure to perform in accordance with applicable standards. County may withhold payments to Agency for the purposes of set-off until such time as the exact amount of damages due to County from Agency is determined.
- F. The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

36. GENERAL RELEASE

The acceptance by Agency or its assignees of the final payment under this Agreement, (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Agency arising out of the performance of this Agreement.

37. SET-OFF

- A. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Agency:
 - i. under this Agreement;
 - ii. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or
 - iii. from County by operation of law.

- B. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

38. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of New York without giving effect to its conflicts of laws principles. Agency shall render performance under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time each aspect of the performance is rendered.

39. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

40. BUSINESS AUTHORIZATION AND REGISTRATION; SERVICE OF PROCESS

- A. Agency shall be properly authorized and registered to do business as required by the laws of the State of New York applicable to Agency's business entity type.
- B. Regardless of the propriety or legality of registration status, as a condition of contract, Agency agrees to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Agency consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Agency's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Agency shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change of address to which service of process can be made. Service by County to the last known address shall be sufficient.

41. NOTICE

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - i. via certified or registered United States mail, return receipt requested;
 - ii. by facsimile transmission;
 - iii. by personal delivery;
 - iv. by expedited delivery service; or
 - v. by email.

- B. Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

County

Name: Rachel Wilson

Title: Executive Director

Address: Orange County Youth Bureau, 18 Seward Ave., Middletown, N.Y. 10940

Phone Number: 845-615-3620

Fax Number: 845-346-1170

Email Address: rwilson@orangecountygov.com

Agency

Name:

Title:

Address:

Phone Number:

Fax Number:

Email Address:

- C. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- D. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving ten (10) calendar days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

42. SURVIVAL

The rights and obligations under Sections 7, 8, 11, 13, 17, 18, 19, 21, 22, 23, 24, 25, 26, 30, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 shall survive the termination of this Agreement.

43. MODIFICATION

- A. No modification(s) of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any additional scope of work, the County Executive, or his or her

designee, after consultation with the Department Head, executes a modification to this Agreement, which specifically sets forth the additional scope of work; the amount of compensation; and the extension of the time for performance, all as may be applicable to the change in scope, at County's discretion.

- B. Unless otherwise specifically provided for in the modification(s), the provisions of this Agreement shall remain in full force and effect and applicable to the modified scope.

44. BINDING

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, once approved as per the terms and conditions of this Agreement.

45. SEVERABILITY

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

46. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

COUNTY OF ORANGE

NAME OF VENDOR

Stefan ("Steven") M. Neuhaus
County Executive

Name:

Title: _____

DATE _____

DATE _____

EXHIBIT "A"

a) Exhibit A shall include the following documents which are attached and incorporated into this Agreement:

1. Addendum to the RFP issued on
3. Orange County Youth Bureau's 20__ Request for Proposals for funding available from New York State Office of Children and Family Services Youth Development Program (YDP), Runaway & Homeless Shelter Part I (RHYA), Orange County Solutions Grants (S) issued on August 15, 2013 ("RFP")
4. Agency's completed Parts II and V of the RFP and, if Agency has any subcontractor(s), Part V completed by Agency's subcontractor(s) ("Proposal")

b) Nothing contained in the Vendor's Proposal shall constitute a waiver to any other requirement of the Agreement or the RFP. In the event of any conflict or inconsistency between the Agreement itself and any other requirement in the attachments listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter, however, the most recent version of the Agreement, as may be amended, will ultimately be controlling.

EXHIBIT "B"

1. Cash Receipts

Record which details source and amount of each deposit needs to be kept on file. All checks and monies received must be deposited in a timely manner.

2. Cash Disbursements

All expenditures must be made by check with NO check made payable to cash or petty case. All checks must be made to the vendor involved. A cash disbursement record must be maintained showing each check number, amount and categorized as to expense, for example: payroll, (gross, each deduction, net), telephone, travel, taxes, supplies, foods, etc.

No bills may be paid unless accompanied by a receipt. Each receipt must show date received, and the vendor selling the goods or rendering the service, with address and signature of the vendor.

3. Travel Expenses

Travel will not be reimbursable for outside the County except where prior approval by the Director of the Youth Bureau.

EXHIBIT "C"

Legal Assurances

By executing this Agreement, Agency certifies that it is in compliance with the following Legal Assurances as set forth in the New York State Office of Children and Family Services, Local Commissioners Memorandum, 11-OCFS-LCM-10 ("LCM"). If there is any inconsistency between the assurances set forth below and those listed in the LCM, as may be modified, the LCD shall control.

- A. Agency shall operate in full conformance with applicable federal, state, and local fire, health, safety and sanitation, and other standards prescribed in law or regulations. Where County is required to provide licensure for provision of services, Agency shall obtain and keep current such required license(s).
- B. Agency shall operate each program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons who are handicapped to the extent required by law.
- C. Benefits and services available are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964 (as amended).
- D. The activities covered serve only those individuals and groups eligible under the provisions of the applicable state and federal statutes.
- E. There is in operation a system of fair hearings and grievances under which applicants for or recipients of services and care may appeal denial, exclusion, reduction, termination, or choice of services/care; mandatory nature of service/care; or failure to take timely action upon an application for services/care.
- F. Adequate and timely notice is provided to applicants for and recipients of services and care as required NY 18 NYCRR 407.5(h) (2) (I).
- G. Title XX-funded services are available to eligible individuals in every geographic area within County's Social Services District. Where different services are made available to a specific category of individuals in different geographic areas, services are available to all eligible individuals in that category who reside in that area.

EXHIBIT "D"

Exhibit "D" is comprised of the attached and incorporated New York State Office of General Services Appendix A Standard Clauses for New York State Contracts.

SAMPLE

Orange County Youth Bureau 2018 Request for Proposals

The Orange County Youth Bureau is pleased to request applications for funding to support programs for Orange County youth age 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

For 2018, the Orange County Youth Bureau will administer Youth Development Program (YDP) and Runaway & Homeless Shelter Part I (RHYA) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (\$S) dollars.

Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County 2011-2016 Children and Family Services Plan. Note: The New York State Office of Children and Family Services extended this plan through 2017.

Eligible Applicants: The following organizations are eligible to apply for funding through this RFP: not-for-profit including, but not limited to, secular and faith-based, organizations operating in Orange County; Orange County municipalities; and partnerships or consortia consisting of the foregoing. Applicants that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Applications are NOW available the Youth Bureau website at: www.orangecountygov.com/youthbureau. Effective Friday, June 2, 2017, they will also be on the Empire State Bid System aka "BidNet" at <http://www.empirestatebidsystem.com>.

- **The Orange County Department of General Services will be the ONLY point of contact for applicants during the submission process until the start of the Proposal Review Process.**
 - Proposals submitted to the Youth Bureau will NOT be accepted. Instead they will be sent directly to the Orange County Department of General Services.
 - **ALL inquiries about the RFP must be directed to the Orange County Department of General Services, at 845-291-2792.** Answers will be compiled and posted for all to access in one addendum. Anyone contacting the Youth Bureau directly **WILL** be redirected to the Orange County Department of General Services. **(This is to comply with State Finance Law.)**
 - After the Orange County Department of General Services audits applications for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

Event:

Request for Proposals Released

Submittal of Questions, in writing Deadline

(See Youth Bureau's website for previously asked questions from past RFPs.)

Addendum Issued

Proposals Due

Competitive Awards Announced (tentative)

Contract Start Date

Date:

6/2/17

6/9/17

6/16/17

6/30/17 – 4:00 PM EDT

10/27/17

1/1/18

RESOLUTION NO.: 197 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN AN AMOUNT NOT TO EXCEED \$47,160.00 REQUIRING NO CITY MATCH
FOR THE 2018 YEAR AROUND BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$47,160.00 for the 2018 Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, security guards, and a scorekeeper; and

WHEREAS, no City matching funds are required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$47,160.00 requiring no City match for the 2018 Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 199 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT FOR MUTUAL AID FOR SUPPLEMENTAL POLICE ASSISTANCE
BETWEEN THE CITIES, TOWNS AND VILLAGES WITHIN ORANGE COUNTY**

WHEREAS, Section 209-M(2) of the General Municipal Law authorizes and empowers the Chief Executive Officer of a local government, whenever he/she deems that the public interest requires it, to request the Chief Executive Officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made, any part of the forces, equipment and/or supplies of the police department of the local government of which the request is made; and

WHEREAS, Section 209-M(3) of the said law further states that a local government may, by local law, delegate to the Chief of Police of its police department the powers granted to a Chief Executive Officer to request and grant police assistance; and

WHEREAS, Section 209-M(5) of the said law empowers and authorizes a local government granting police assistance pursuant to this law to assume any loss, damage, expense and cost for the personnel, equipment and/or supplies and donate these services, including salaries and any other expenses incurred to the local government granting said police assistance; and

WHEREAS, the Cities, Towns and Villages within Orange County find that it is to their mutual advantage and benefit to render police assistance, including available personnel, equipment and/or supplies, in the event the Police Chief of a police department deems the public interest requires it and that said local government granting the police assistance donate such services to the receiving local government and assume any loss, damage, expense or cost for providing any personnel, equipment and/or supplies; and

WHEREAS, rendering such police assistance requires an Agreement between the Cities, Towns and Villages of Orange County, a copy of which is annexed hereto and made part hereof; and

WHEREAS, the City Council of the City of Newburgh finds entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an Agreement for Mutual Aid for Supplemental Police Assistance between the Cities, Towns and Villages within Orange County, New York.

MUTUAL AID FOR SUPPLEMENTAL POLICE ASSISTANCE

By

Cities, Towns and Villages within Orange County, N.Y.

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the (City) (Town) (Village) of _____, and all other city, towns, villages or other municipalities within Orange County, N.Y. who execute this Agreement;

WITNESSETH;

WHEREAS, Section 209-M (2) of the General Municipal Law authorizes and empowers the Chief Executive Officer of a local government, whenever he/she deems that the public interest requires it, to request the Chief Executive Officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made, any part of the forces, equipment and/or supplies of the police department of the local government of which the request is made;

WHEREAS, Section 209-M (3) of the said law further states that a local government may, by local law, delegate to the Chief of Police of its police department the powers granted to a Chief Executive Officer to request and grant police assistance;

WHEREAS, Section 209-M (5) of the said law empowers and authorizes a local government granting police assistance pursuant to this law to assume any loss, damage, expense and cost for the personnel, equipment and/or supplies and donate these services, including salaries and any other expenses incurred to the local government granting said police assistance;

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties agree to render police assistance, including available personnel, equipment and/or supplies, in the event the Police Chief of a police department deems the public interest requires it and that said local government granting the police assistance donate such services to the receiving local government and assume any loss, damage, expense or cost for providing any personnel, equipment and/or supplies;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

- 1. The (Town) (Village) of _____ hereby agrees to provide police assistance in the form of personnel, equipment and/or supplies to any other local government within Orange County and hereby authorizes and empowers the Chief Executive Officer or Chief of Police to grant said police assistance pursuant to Section 209-M of the General Municipal Law as identified in Appendix A (ORANGE COUNTY, NY POLICE MUTUAL AID AND RAPID RESPONSE PLAN) which is a part of this agreement.**
- 2. The parties agree that the extent of the police assistance rendered by the local government granting said assistance should be determined solely by the local government furnishing said assistance and it is understood that the assistance so furnished may be recalled.**
- 3. The parties further agree to prepare, support and enact a local law pursuant to Section 209-M (3) of the General Municipal Law delegating to the Chief of Police of their respective police departments the powers granted to the Chief Executive Officer in said law to request or grant police assistance.**
- 4. The parties agree that pursuant to Section 209-M (5) of said law, the local government rendering the police assistance hereby agrees to assume any loss, damage, expense and/or cost for the personnel, equipment and/or supplies, and donate these services, including salaries and any other expenses incurred by the local government granting such assistance.**
- 5. The personnel who are furnished by a local government will work as far as possible under their own supervisors, and the equipment furnished by them will ordinarily be operated by personnel of the police department furnishing their equipment. However, the superior officer at the scene of the emergency of the police department requesting the assistance shall have command of the overall operations unless said command is relinquished by said superior officer to another officer from one of the assisting police departments.**
- 6. The term "police department" as used in this Agreement shall be interchangeable with the term F.B.I., State Police, Sheriff's Office, or any other police agency.**
- 7. The term "Orange County" shall include all the cities, towns and villages of Orange County.**
- 8. It is mutually understood and agreed that this Agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate police protection within their own areas.**

9. It is further understood and agreed that the provisions of this Agreement will be invoked only when, in the opinion of the Police Chief of the party requesting assistance, it is deemed necessary to request outside assistance because all of the personnel, equipment and/or supplies under his/her command have been exhausted and outside assistance is needed to control and suppress a disturbance or other local emergency.
10. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of such party.
11. Any party to this Agreement may withdraw at any time, upon thirty (30) days written notice to each of the other parties, and thereafter, such withdrawing party shall no longer be a party to this Agreement;

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written by the parties hereto through their respective Mayors and Supervisors first thereunto duly authorized by their respective City, Village, and Town Boards.

MUNICIPALITY: C/T/V of _____

By: Mayor/ Supervisor _____

Signature _____

DATE: _____

Appendix A

ORANGE COUNTY, NY POLICE MUTUAL AID AND RAPID RESPONSE PLAN

It is the responsibility of Law Enforcement Agencies in Orange County to be prepared when dealing with major incidents, whether they are criminal in nature or natural disasters. Rapid response and pre-planning can often prevent the loss of life, damage to property and to prevent an incident from escalating. This plan does not replace the need for any **pre-existing SWAT, SOG, or REACT teams**. This plan is only to rapidly supply a needed agency with police personnel during the incipient stages of an incident requiring numerous officers.

POLICY

Working within the existing Jurisdictional Protocol Regarding Dispatching Procedures for Law Enforcement's Response to 9-1-1 Calls for Service, it is the policy of the Police Departments of Orange County to promptly provide Mutual Aid and rapid response in the form of manpower and equipment under the County Mutual Aid and Rapid Response Plan, (herein referred to as "RRP") upon the request of any participating agency.

DEFINITIONS

- **Mutual Aid and Rapid Response Incident:** An incident requiring activation of the Mutual Aid and Rapid Response is defined as a major incident or occurrence which necessitates a Police Department, within Orange County, to request **immediate wide scale** assistance.
- **Major Incidents:** Means any event, generally of an emergency nature, that involves actual or potential personal injury or property damage arising from a natural disaster, manmade disaster, civil disturbance or terrorist act.
- **Natural Disaster:** Means those incidents in which the forces of nature threaten the lives, safety or property of numerous persons; i.e.: floods, hurricanes, earthquakes, explosions, tornadoes, landslides or any other significant extreme weather event.
- **Manmade Disaster:** Means an incident in which the forces of man threatens the lives, safety or property of numerous persons; i.e.: nuclear/radiological accidents, chemical spills, major railroad accidents or aircraft crashes.
- **Active Shooter:** An active shooter is an individual actively engaged in killing or attempting to kill people in a populated area, and recent active shooter incidents have underscored the need for a coordinated response by law enforcement and others to save lives.

- **Civil Disturbance:** Means an action by any group that poses a substantial threat to peace, life or property or any tumultuous or violent activity that creates a grave risk of causing public alarm.
- **Terrorist Action:** Means a politically motivated, hostile action taken by a person or group whose intent is the commission of violent acts designed to instill fear, communicate a message and/or demand some governmental action.
- **Requesting Agency:** A Police Department located within Orange County that is requesting Mutual Aid from other police agencies, which have previously agreed to participate in the RRP, for the Police Departments in Orange County.
- **Responding Agency:** A Police Department located within Orange County that is responding to a request for Mutual Aid from other police agencies, which have previously agreed to participate in the RRP, for the Police Departments in Orange County.
- **Incident Command System:** The accepted system to be utilized to coordinate multi-agency responses to incidents.
- **Incident Commander:** The highest ranking member of the requesting department at the scene or his/her designee.
- **Staging Area:** The location designated generally a reasonable, safe distance from the incident of occurrence from which responding mutual aid units may be rapidly deployed to the scene.
- **Command Post:** The location from which the Incident Commander and his/her staff coordinate the Department's response to a major emergency.

Orange County participants shall consist of the following police agencies and will provide officers to support the Rapid Response Plan

Department (ZONE)

Rapid Response

Delayed Response

City of Middletown (1)

City of Port Jervis (1)

Town of Deerpark (1)

Town of Goshen (1)

Town of Mount Hope (1)

Town of Wallkill (1)

Village of Goshen (1)

City of Newburgh (2)

Town of Crawford (2)

Town of Montgomery (2)

Town of New Windsor (2)

Town of Newburgh (2)

Village of Maybrook (2)

Village of Montgomery (2)

Village of Walden (2)

Village of Washingtonville (2)

Town of Blooming Grove (3)

Town of Chester (3)

Town of Cornwall (3)

Town of Highlands (3)

Town of Tuxedo (3)

Town of Warwick (3)

Town of Woodbury (3)

Village of Chester (3)

Village of Cornwall-on-Hudson (3)

Village of Florida (3)

Village of Greenwood Lake (3)

Village of Harriman (3)

Village of Highland Falls (3)

Village of Monroe (3)

Village of Tuxedo Park (3)

Orange County Sheriff (ALL)

New York State Police (ALL)

LEVELS OF RESPONSE

- **STANDBY** – A situation exists of serious proportions and Police Departments participating in the RRP, should prepare to send the minimum pre-arranged number of officers (rapid response) to the identified location. **DO NOT RESPOND AT THIS TIME.**
- **RESPOND** - A situation exists of serious proportions and Police Departments participating in the RRP, **SHOULD SEND** the minimum pre-arranged number of officers (rapid response) to the identified location.
- **RESPOND BY ZONE** - A situation exists of serious proportions, the requesting agency requests participating Police Departments by zone. When a request is made by zone, only those Police Departments within that zone **SHOULD SEND** the minimum pre-arranged number of officers (rapid response) to the identified location.

ACTIVATION OF THE PLAN

- All requests for assistance under the RRP shall be made by Orange County 911 communications.
- The following are example announcements to be followed when activating the RRP:
 - **STANDBY – Wallkill Police Department has activated a RRP Standby call. ALL ORANGE COUNTY DEPARTMENTS PLEASE PREPARE YOUR OFFICERS AS PER THE RAPID RESPONSE PLAN.....DO NOT RESPOND AT THIS TIME.**
 - **RESPOND - Wallkill Police Department has activated a RRP RESPOND call, ALL ORANGE COUNTY DEPARTMENTS PLEASE DISPATCH YOUR OFFICERS AS PER THE RAPID RESPONSE PLAN.... RESPOND to.....**

DUTIES OF REQUESTING AGENCY

Using Principals of Incident Command (ICS)

- Identify the nature and location of the incident.
- Identify the location of a Command Post.
- Identify the Staging Area.
- Identify the Incident Commander of any change of command.
- Identify any and all specialized equipment with which responding officers should be equipped.
- Record the name, rank and command of each responding officer.
- Commence internal Departmental mobilization as needed.

DUTIES OF RESPONDING AGENCY

- Authorize only the designated pre-arranged number of UNIFORMED officers to respond.
- Proceed directly to the location of requested response or the Staging Area as directed.

RESPONSIBILITIES AT THE SCENE OF THE INCIDENT

- The Incident Commander designated by the requesting agency shall be in charge at the scene of the incident.
- Uniformed officers detailed to the incident shall follow the direction of the Incident Commander.
- Where the provided assistance requires the loan of a SWAT team, hostage negotiation, bomb disposal unit or canine, the Commander of that specialized unit shall be responsible for the implementation of the specific mission, as determined by the IC of the requesting agency.
- When taking law enforcement actions at the scene of the incident, including use of force, uniformed officers from the responding agency shall at all times adhere to their agency policies and procedures and utilize only those weapons and tactics that they have been trained and deemed qualified to use.
- Uniformed officers on loan from the responding agency at an emergency site shall regularly apprise the Command Post concerning the continued status of the emergency, line of duty injuries or their need for relief.

COMMUNICATIONS

- Upon the activation of a Rapid Response, all responding officers shall switch to the Orange County 911 Priority Dispatch Channel or a 911 assigned tactical channel.

RELEASE OF PERSONNEL

- The incident Commander or his/her designee shall authorize release of personnel from all responding agencies.

AFTER ACTION REPORT (AAR)

- Within 30 days of the activation of the RRP, the Chief of the Department whom activated the RRP, shall prepare an After Action Report including the facts and circumstances surrounding the incident and any recommendations for any modifications to the RRP, if necessary. The after action report shall be forwarded to all RRP participating agencies for their review.

ANNUAL TRAINING

- In order to maintain an appropriate level of readiness, annual training will be conducted. This training shall consist of a rapid response to a mock incident. Once a year, a different participating agency shall conduct this drill by creating a mock Rapid Response Request, each participating agency shall respond with the respective number of officers assigned to the plan **(ONLY THE RAPID RESPONSE, NOT THE DELAYED RESPONSE)**. The host agency shall establish a mock command post and staging area at a location of their choosing. Once all of the mutual aid officers are on the scene, a roll call shall be conducted by the OIC or his/her designee. Upon completion of the Roll Call, officers should be released back to their respective departments.

PLAN MODIFICATIONS AND UPDATES:

- Request by any participating agency to change or modify the plan must be presented to all participating agencies police chiefs for their approval.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written by the parties hereto through their respective Mayors and Supervisors first thereunto duly authorized by their respective City, Village, and Town Boards.

MUNICIPALITY_____

By:_____

DATE:_____

RESOLUTION NO.: 200 - 2017

OF

JULY 10, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING SUPPORT FOR THE APPLICATION OF
MILL STREET PARTNERS, LLC TO NEW YORK STATE HOMES AND COMMUNITY
RENEWAL FOR FEDERAL, STATE, AND LOCAL FINANCIAL ASSISTANCE TO
DEVELOP AND CONSTRUCT A MIXED-USE WORKFORCE HOUSING PROJECT AT
THE MID BROADWAY REDEVELOPMENT SITE**

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the “Mid-Broadway Site”); and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, the development agreement designates the Mid-Broadway redevelopment as a “Priority Project” of the City of Newburgh; and

WHEREAS, Mill Street Partners is seeking various financial assistance through an application to the New York State Homes and Community Renewal to create a mixed-use development consisting of ninety-one apartment homes for working individuals and families and approximately 13,800 square feet of retail commercial space fronting Broadway;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its support for the application of Mill Street Partners to the New York State Homes and Community Renewal for Federal, State, and local assistance to develop and construct the Mid Broadway Redevelopment project.



ZARIN &
STEINMETZ

June 29, 2017

Via Electronic Mail

Michael G. Ciaravino
City of Newburgh Manager
City Hall
83 Broadway
Newburgh, New York 12550

David J. Cooper
Jody T. Cross •
Katelyn E. Ciolino •
Michael J. Cunningham •
Marsha Rubin Goldstein
Helen Collier Mauch •
Zachary R. Mintz •
Daniel M. Richmond
Kate Roberts
Brad K. Schwartz
Lisa F. Smith •
David S. Steinmetz •
Edward P. Teyber
Michael D. Zarin

■ Also admitted in D.C.
• Also admitted in CT
▲ Also admitted in NJ

Re: Mill Street Partners, LLC – Mid Broadway Redevelopment Opportunity

Dear Mr. Ciaravino:

This firm represents Mill Street Partners (“Mill Street”) the selected redeveloper of the City-owned property located along Broadway between Lander and Johnston Streets (“Project”). We are writing to request that you place the Project on the City Council’s July 6th Work Session and July 10th Regular Meeting Agendas so that Mill Street may provide the Council with an update on its applications for public funding, as well as to obtain an updated Resolution of Support for the Project.

As can be discussed in more detail during the City Council’s July 6th Work Session, Mill Street is planning to submit a formal application in response to New York State’s recently released 2017/2018 Request for Proposals for its Homes and Community Renewal funding program (“RFP”) by August 1st. In order to submit a complete application, New York State requires that Mill Street provide a new Resolution of Support. The City Council last issued a Resolution of Support for the Project in October 2016 in connection with another application for a different source of State funding. This prior Resolution of Support cannot be utilized in connection with Mill Street’s response to the RFP.

Accordingly, pursuant to Section 3.02 of the Development Agreement, Mill Street respectfully requests that the City Council issue an updated Resolution of Support to “assist Mill Street in securing the Public Funds needed to complete the Development.” In order to expedite the request, Mill Street is providing herewith a proposed draft of the Resolution.

We look forward to meeting with you and the City Council on July 6th. In the meantime, should you require any further information please feel free to contact me.

Very truly yours,

ZARIN & STEINMETZ

By: 
David J. Cooper

Encl.

cc (via email):

Mayor Judy Kennedy

and Members of the Newburgh City Council

Robert Feller, Esq.

Michelle Kelson, Esq.

Mill Street Partners

RESOLUTION NO.: 201 - 2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF
ST. GEORGE'S EPISCOPAL CHURCH TO THE NEW YORK STATE OFFICE OF PARKS,
RECREATION AND HISTORIC PRESERVATION FOR
AN ENVIRONMENTAL PROTECTION FUND GRANT

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund Grant Program provides funding to improve, protect, preserve, rehabilitate, restore or acquire properties listed on the State or Federal Register of Historic Places; and

WHEREAS, St. George's Episcopal Church is applying to OPRHP for a grant under the Environmental Protection Fund to stabilize and repair the historic building located at 105 Grand Street, a site located within the territorial jurisdiction of this Council; and

WHEREAS, as a requirement under the rules of this program, St. George's Episcopal Church must obtain the approval of the governing body of the municipality in which the project will be located;

WHEREAS, this Council finds that the repair and restoration of St. George's Episcopal Church is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh does hereby approve and endorse the 2017 Consolidated Funding Application of St. George's Episcopal Church to the New York State Office of Parks, Recreation and Historic Preservation for an Environmental Protection Fund Grant for the preservation of St. George's Episcopal Church located at 105 Grand Street in the City of Newburgh.

RESOLUTION NO.: 184 - 2016

OF

JULY 11, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION OF ST. GEORGE'S EPISCOPAL CHURCH TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR AN ENVIRONMENTAL PROTECTION FUND GRANT

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund Grant Program provides funding to improve, protect, preserve, rehabilitate, restore or acquire properties listed on the State or Federal Register of Historic Places; and

WHEREAS, St. George's Episcopal Church is applying to OPRHP for a grant under the Environmental Protection Fund to repair the tower, roof and nave ceiling of the historic building located at 105 Grand Street, a site located within the territorial jurisdiction of this Council; and

WHEREAS, this Council finds that the repair and restoration of St. George's Episcopal Church is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh does hereby approve and endorse the 2016 Consolidated Funding Application of St. George's Episcopal Church to the New York State Office of Parks, Recreation and Historic Preservation for an Environmental Protection Fund Grant for the preservation of St. George's Episcopal Church located at 105 Grand Street in the City of Newburgh.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held July 11, 2016 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 12 day of July 2016

Lorene Vitek
City Clerk

RESOLUTION NO.: 184 - 2016

OF

JULY 11, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION OF ST. GEORGE'S EPISCOPAL CHURCH TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR AN ENVIRONMENTAL PROTECTION FUND GRANT

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund Grant Program provides funding to improve, protect, preserve, rehabilitate, restore or acquire properties listed on the State or Federal Register of Historic Places; and

WHEREAS, St. George's Episcopal Church is applying to OPRHP for a grant under the Environmental Protection Fund to repair the tower, roof and nave ceiling of the historic building located at 105 Grand Street, a site located within the territorial jurisdiction of this Council; and

WHEREAS, this Council finds that the repair and restoration of St. George's Episcopal Church is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh does hereby approve and endorse the 2016 Consolidated Funding Application of St. George's Episcopal Church to the New York State Office of Parks, Recreation and Historic Preservation for an Environmental Protection Fund Grant for the preservation of St. George's Episcopal Church located at 105 Grand Street in the City of Newburgh.

I, Lorene Vitell, 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 July 11, 2016 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 12 day of July, 2016

Lorene Vitell
City Clerk

RESOLUTION NO.: __202__ - 2017

OF

JULY 10, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF
THE BOYS AND GIRLS CLUB OF NEWBURGH, INC. TO NEW YORK STATE HOMES
AND COMMUNITY RENEWAL, THE OFFICE OF COMMUNITY RENEWAL,
NEW YORK STATE HOUSING TRUST FUND CORPORATION
FOR A NEW YORK MAIN STREET GRANT FOR THE REHABILITATION OF
THE COLUMBIA TRUST (KEY BANK) BUILDING**

WHEREAS, the New York Main Street Grant Program is intended to assist with environmental remediation and associated construction costs as well as other innovative approaches to stabilizing and developing downtown, mixed-use buildings and downtown and neighborhood revitalization efforts; and

WHEREAS, the Boys and Girls Club on Newburgh, Inc. intends to apply for grant funding under the New York Main Street Grant Program to support the rehabilitation of the Columbia Trust (Key Bank) building located at the corner of Broadway and Grand Street in connection with the development of The Center for Arts and Education to serve the City's youth and further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. proposes to expand and relocate the Newburgh Performing Arts Academy, a highly successful school of the arts providing pre-professional instruction in dance, music, theater and visual arts to children, youth and adults, and Early Elementary Education Center in order to expand and serve 160 children in grades pre-K to 3 with literacy and other academic enrichment programs to ensure they reach critical 4th grade reading proficiencies; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. is committed to developing The Center for Arts and Education to further the revitalization of lower Broadway and the City's East End by drawing over 1500 children, youth and adults to its facility each week along with an additional 3,000 visitors and tourists that come out to the various arts events it hosts annually and also serve as a substantial draw for other businesses to relocate or establish themselves in the area, particularly those businesses that rely on foot traffic to generate revenue celebrate and perpetuate craftsmanship, culture and community; and

WHEREAS, the City Council find that supporting the rehabilitation of the Columbia Trust Building into The Center for Arts and Education is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the 2017 Consolidated Funding Application of the Boys and Girls Club of Newburgh, Inc. to the New York State Office of Community Renewal under the Main Street Grant Program for rehabilitation of the Columbia Trust (Key Bank) Building for the development of The Center for Arts and Education.

RESOLUTION NO.: 203 - 2017

OF

JULY 10, 2017

**A RESOLUTION TO CO-SPONSOR A PETTING ZOO
TO BE HELD IN AUDREY CAREY PARK**

WHEREAS, a Petting Zoo in Audrey Carey Park will be held on July 29, 2017; and

WHEREAS, the organizers of the Petting Zoo have requested that the City Council support the event as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Petting Zoo in Audrey Carey Park as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Petting Zoo in Audrey Carey Park as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

RESOLUTION NO.: 204 - 2017

OF

JULY 10, 2017

A RESOLUTION TO CO-SPONSOR THE BACK TO SCHOOL
PARTY IN THE PARK EVENT

WHEREAS, a Back to School Party in the Park Event will be held on August 27, 2017;
and

WHEREAS, by Resolution No. 150-2017 of June 12, 2017, the City Council authorized
the City Manager to accept said donations to support the Back to School Party in the Park Event;
and

WHEREAS, the organizers of the Back to School Party in the Park Event have requested
that the City Council support the event as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Back to School Party in the Park
Event as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New
York hereby supports and sponsors the Back to School Party in the Park Event as a City-sponsored
event and that such sponsorship be limited to providing insurance coverage for the event.

RESOLUTION NO.: 205 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH RAPJAC, INC. IN THE AMOUNT OF \$10,963.49**

WHEREAS, RAPJAC, Inc. brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Ten Thousand Nine Hundred Sixty-three and 49/100 Dollars (\$10,963.49) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of RAPJAC Inc. in the total amount of Ten Thousand Nine Hundred Sixty-three and 49/100 Dollars (\$10,963.49) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 206 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH MARIA ANDERSON IN THE AMOUNT OF \$50,000.00**

WHEREAS, Maria Anderson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Maria Anderson in the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 207 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH STEVEN J. TIEMAN IN THE AMOUNT OF \$130,000.00**

WHEREAS, Steven J. Tieman brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Steven J. Tieman in the total amount of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 208 - 2017

OF

JULY 10, 2017

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 51 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 1)
AT PRIVATE SALE TO JUAN PIETRO ENTERPRISES, INC.

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, Juan Pietro Enterprises, Inc., the former owner of 51 William Street, being more accurately described as Section 39, Block 2, Lot 1 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 51 William Street, Section 39, Block 2, Lot 1, to Juan Prieto Enterprises, Inc. be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$57,928.14, plus July water, sewer and sanitation, no later than July 31, 2017; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 209 - 2017

OF

JULY 10, 2017

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 68 HENRY AVENUE (SECTION 48, BLOCK 11, LOT 26)
AT PRIVATE SALE TO VERONICA PABON
AND AUTHORIZING THE ADDITION OF A GRANTEE

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, Veronica Pabon, the former owner of 68 Henry Avenue, being more accurately described as Section 48, Block 11, Lot 26 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale and add her mother, Maria Pabon, as an additional grantee; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property and add an additional grantee, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 68 Henry Avenue, Section 48, Block 11, Lot 26, to Veronica Pabon and Maria Pabon be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$38,752.97, plus July water, sewer and sanitation, no later than July 31, 2017; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 210 - 2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF
THE ORANGE COUNTY WATER AUTHORITY FOR A
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
WATER QUALITY IMPROVEMENT PROGRAM GRANT
TO STUDY POTENTIAL LAND ACQUISITION IN THE DRINKING WATERSHED
OF THE CITY OF NEWBURGH

WHEREAS, the New York State Department of Environmental Conservation Water Quality Improvement Project Program is a competitive state-wide reimbursement grant program open to local governments for projects that directly address land acquisition projects for source water protection; and

WHEREAS, the Orange County Water Authority, in conjunction with the Orange County Land Trust and the Hudson Highlands Land Trust, intends to apply for grant funding under the New York State Department of Environmental Conservation Water Quality Improvement Project Program through the Consolidated Funding Application process to fund a study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh; and

WHEREAS, the City Council finds that supporting the Orange County Water Authority's study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh is in the best interests of the City of Newburgh and its future development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the 2017 Consolidated Funding Application of the Orange County Water Authority, in conjunction with the Orange County Land Trust and the Hudson Highlands Land Trust, to the New York State Department of Environmental Conservation Water Quality Improvement Project Program to fund a study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh.

RESOLUTION NO.: 211 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION WATER QUALITY IMPROVEMENT PROGRAM
NON-AGRICULTURE NON-INTRUSIVE SOURCE ABATEMENT
AND CONTROL GRANT NOT TO EXCEED \$200,000.00 WITH A 25% MATCH
THROUGH THE CONSOLIDATED FUNDING APPLICATION FOR THE DESIGN OF
GREEN INFRASTRUCTURE IMPROVMENTS AROUND WASHINGTON LAKE

WHEREAS, the New York State Department of Environmental Conservation Water Quality Improvement Project Program is a competitive state-wide reimbursement grant program open to local governments for projects that directly address projects for source water protection; and

WHEREAS, the City of Newburgh is a qualified applicant for source water protection projects under the DEC WQIP Program; and

WHEREAS, the City wishes to apply for and accept if awarded a WQIP Program Non-agriculture Non-intrusive Source Abatement and Control grant through the Consolidated Funding Application process to fund the design of green infrastructure improvements around Washington Lake; and

WHEREAS, such grant funds shall be in an amount not to exceed \$200,000.00 with a twenty-five (25%) percent match to be provided through a combination of in-kind services and cash contribution by Orange County, the Orange County Land Trust and Hudson Highlands Land Trust;

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 Water Quality Improvement Program Non-agriculture Non-intrusive Source Abatement and Control Grant from the Department of Environmental Conservation through the 2017 Consolidated Funding Application in an amount not to exceed \$200,000.00 with a 25% match to be provided by Orange County, the Orange County Land Trust and Hudson Highlands Land Trust to fund the design of green infrastructure improvements around Washington Lake; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

ORDINANCE NO.: 9 - 2017

OF

JULY 10, 2017

ORDINANCE AMENDING CHAPTER 139 OF THE CODE OF ORDINANCES
ENTITLED "CONSTRUCTION OPERATIONS" TO AMEND
THE CRANE PERMITTING PROCESS AND THE
DEFINITION OF "CONSTRUCTION OPERATIONS"

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 139, "Construction Operations", be and is hereby amended as follows:

SECTION 1. Chapter 139. Construction Operations

§139-1. Scope.

The provisions of this chapter shall govern the conduct of all construction operations with regard to the safety of the public and property. For the purposes of this chapter, construction operations shall include ~~excavation, erection, alteration, repair, removal and demolition of buildings or structures~~ the construction, alteration, repair, extension, demolition or dismantling of buildings or structures; the construction, alteration, repair, extension or demolition of any works forming, or to form, part of the land; the installation in any building or structure of systems of heating, lighting, air-conditioning, soundproofing, ventilation, power supply, drainage, sanitation, sewer line, or water supply; the installation in or on any building or structure of systems of telecommunications; operations which form an integral part of, or are preparatory to, or are for rendering complete such operations as described in this definition, including site clearance, earth-moving, excavation, tunneling and boring, laying of foundations, erection of scaffolding, site restoration, landscaping, and the provision of roadways and other access works; the haulage and or storage of materials, machinery or plant for use, whether used or not, in any of the operations referred to herein. It shall not apply as to safety of persons employed in contractor work, which shall be governed by the Labor Law and regulations of the State of New York.

§139-8. Use of Cranes; Permit Required.

A. No person shall use, move, remove or cause or permit to be used, moved or removed any crane ~~in connection with construction operations~~ without obtaining a permit from the Building Inspector.

~~Strikethrough~~ denotes deletions.
Underlining denotes additions.

B. The Building Inspector, in considering the application for a crane permit, shall require proof of compliance with Article 28-D of the General Business Law.

C. The Building Inspector may set restrictions on the operation or moving of any crane as required in his judgment to protect the public or property, in addition to the requirements contained herein.

D. The fee for a crane permit shall be as set forth in Chapter 163, Fees, of this Code.

E. The crane permit applicant shall submit the name(s) and qualifications of the Qualified Person(s) as defined by OSHA and ASME, as well as the New York State registered professional engineer (RPE) responsible for preparation of erection drawings and repair/adjustment to the crane during operation. Subject to approval by the Building Inspector, these individuals shall constitute the only parties authorized to perform the functions of the Qualified Person and RPE for the duration of the crane operation.

F. Prior to the earlier of the initial crane assembly or use of the crane within the City of Newburgh, proof shall be submitted that such crane underwent an inspection in accordance with OSHA 1926.1412(f) and ASME B30.5 5-2.1.3 within the past year. The inspection report shall be reviewed and approved by the RPE, and a signed and sealed copy shall be provided to the Building Inspector.

G. The applicant shall notify the Building Inspector in writing 24 hours prior to use of the crane.

H. Copies of all inspection reports shall be maintained on the project site, available for review by City personnel. Copies shall be maintained for the duration of the project and turned over to the City at the completion of construction. It is further required that:

- (1) Daily OSHA and frequent ASME inspection reports shall be dated and signed by the qualified person.
- (2) Monthly OSHA or periodic ASME inspection reports shall be dated, signed by the qualified person and reviewed and approved by the RPE.
- (3) Inspections required based on modified equipment repairs shall be performed by the RPE, and reports shall be signed and sealed and shall be forwarded to the Building Official.

I. No person shall engage in the operation of a crane unless he or she provides proof of certification from Crane Institute of America Certification ("CIC"), the National Commission for the Certification of Crane Operators ("NCCCO"), or any other organization found by the

~~Strikethrough~~ denotes deletions.

Underlining denotes additions.

Building Inspector to offer an equivalent testing and certification program that meets ASME and OSHA requirements.

SECTION 2. This ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions.
Underlining denotes additions.

ORDINANCE NO.: 10 - 2017

OF

JULY 10, 2017

AN ORDINANCE AMENDING CHAPTER 172 OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH TO ADD NEW
“ARTICLE II – FIRE HYDRANTS”

BE IT ORDAINED by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add ‘Article II – Fire Hydrants’” to Chapter 172 of the Code of Ordinances of the City of Newburgh, to read as follows:

Article II – Fire Hydrants

§172-14 Purpose and Intent

The purpose of this Article is to insure an adequate water supply for firefighting purposes to structures or buildings for the protection of life and property, and to provide minimum requirements for installation and/or maintenance of fire hydrants designed or approved by the Fire Chief of the City in the exercise of his duties.

§ 172-15 General Requirements.

- A. No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire-protection system, or periodic drills by legally constituted fire companies. The City shall be notified in advance of the time of all tests and drills so that, if desired, the City may have a representative present. Such notification must be in writing to the Fire Chief and the Water Superintendent.
- B. All buildings or additions to buildings constructed or located within the City after the effective date of this Article, including without limitation, structures or dwellings within automobile trailer courts, mobile home parks and planned unit developments, shall install sufficient fire hydrants and/or water mains to provide the required fire flow, which hydrants and mains shall be installed in accordance with the provisions of the Newburgh Code of Ordinances, and shall require approval from both Fire Chief and the Water Superintendent.
- C. Fire hydrants installed prior to the effective date of this Article which do not conform to the requirements of this Chapter shall, when replaced, be replaced with fire hydrants that conform to local and state requirements, and shall be subject to approval by the Fire Chief.

- D. All fire hydrants within the City shall be subject to inspection, testing and approval of the Fire Chief.

§172-16. Specifications and Installation Standards.

- A. Fire hydrants, connecting pipelines, valves, and appurtenances, including plans and installation details not specifically regulated by this Chapter, shall conform to design standards and specifications promulgated by the Fire Chief, the Water Superintendent, and the New York State Uniform Fire Prevention and Building Code.
- B. All public fire hydrants, which shall include without limitation those hydrants situated on a street right-of-way or public utility easement and maintained by the City or a water district, shall be used for firefighting purposes only and shall be maintained accessible for immediate use for such purposes at all times.

§172-17. Classification and Marking of Fire Hydrants.

- A. Hydrants shall be classified in accordance with their rated capacities (at 20 psi residual pressure). The Fire Chief shall be responsible for making the final determination of a fire hydrant's rated capacity. Rated capacity shall be labeled as follows:

Class AA: rated capacity of 1500 gpm
Class A: rated capacity of 1000-1499 gpm
Class B: rated capacity of 500-999 gpm
Class C: rated capacity less than 500 gpm

- B. Public fire hydrants, those that are situated on public property or a public right-of-way and are maintained by the City of Newburgh, shall be painted as follows:

Barrel: Yellow
Top for Class AA: Blue
Top for Class A: Green
Top for Class B: Orange
Top for Class C: Red

- C. Private fire hydrants, those that are situated and maintained on private property, shall be painted as follows:

Barrel: Red
Top for Class AA: Blue
Top for Class A: Green
Top for Class B: Orange
Top for Class C: Red

- D. All hydrants shall have metal tag numbers, provided by the Fire Chief, affixed to the hydrant body.
- E. Owners of property on which a private fire hydrant exists shall have ninety (90) days from the effective date of this law to comply with this section. After ninety (90) days have expired, it shall be a violation for any person who fails to comply with this section as provided in §1-12 for violation(s) of this article of the Code of Ordinances of the City of Newburgh. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense. The application of the above penalties shall not be held to prevent the enforced removal of prohibited conditions.

§172-18. Severability.

The provisions of this Article are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

§172-19. Effective Date.

This Ordinance shall take effect immediately, as provided by the Municipal Home Rule Law and other laws of the State of New York.

RESOLUTION NO.: 163 - 2017

OF

JUNE 12, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 193 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 15),
195 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 14),
197 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 13 AND
194 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 27)
AT PRIVATE SALE TO MICHAEL ROBINSON FOR THE AMOUNT OF \$19,660.00**

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 193 North Miller Street, 195 North Miller Street, 197 North Miller Street and 194 Dubois Street being more accurately described as Section 11, Block 1, Lot 15, Section 11, Block 1, Lot 14, Section 11, Block 1, Lot 13 and Section 11, Block 1, Lot 27, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before September 15, 2017, 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>
193 N. Miller Street	11 – 1 – 15	Michael Robinson	\$19,660.00
195 N. Miller Street	11 – 1 – 14		
197 N. Miller Street	11 – 1 – 13		
194 Dubois Street	11 – 1 – 27		

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcels are not required for public use.

Terms and Conditions of Sale

193 North Miller Street, City of Newburgh (11-1-15)

195 North Miller Street, City of Newburgh (11-1-14)

197 North Miller Street, City of Newburgh (11-1-13)

194 Dubois Street, City of Newburgh (11-1-27)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the properties are vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
7. 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.

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 September 15, 2017. 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 ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

Property Proposal Summary

Location:	193 N. Miller Street, 195 N. Miller, 197 N. Miller (on the west side of the street between South Street and Gidney Avenue) and 194 Dubois Street
Tax Map Number:	11-1-15, 11-1-14, 11-1-13 & 11-1-27
Property Class:	210 – 1-Family Residence (193 & 197 N. Miller); 311—Residential Vacant Land (195 N. Miller; 194 Dubois)
Zoning:	RM— Residential Medium Density; EEHD—East End Historic District
Description:	2-story,brick building (193 N. Miller): Year built, 1865; 1008sf; lot size—25 x 150; 3-story brick building (197 N. Miller): Year built, 1900; 2721sf, lot size, 25 x 72; 195 N. Miller: vacant land, 25 x 73; 194 Dubois: vacant land, 25 x 76.
Condition:	Poor
Assessed Value:	\$ 62,200 (all four parcels)
Estimated Annual Taxes:	\$ 3,234 +/-
Selling Price:	\$ 19,660 @ 30%+/-

The city acquired these properties: 193 N Miller (10/2013); 195 N Miller (4/2017); 197 N Miller (3/2016); 194 Dubois (10/2013).

Offer Information:

Name:	Michael Robinson (Stephen Taya Project Development)
Offer Price:	\$ 19,660 (all four parcels)
Construction Estimate:	\$233,600 +/-
Proof of Financing:	Boston Trust & Management Investment Account
Comment:	The two buildings have been vacant for several years. 193 N. Miller is in worse condition than 197 N. Miller. Its first floor is collapsing due to water damage. Both buildings need to be completely gutted and renovated. The purchaser plans a complete renovation of both structures. He wants to convert 193 N. Miller into a 2-family and develop 197 N. Miller as a 3-family. The vacant lot at 195 N. Miller is strategically located between both buildings; 194 Dubois Street is another vacant lot that borders the rear of 195 N. Miller. The lots may be useful for off-street parking when both buildings are redeveloped. He is an experienced contractor (Urban Myth Construction) who has worked on the east side of the Hudson River and in New York City. These are the first buildings he will own in the City of Newburgh. Financing is being provided privately from a relative of the purchaser. The purchaser has excellent credit.



193 N. Miller





197 N Miller



195 N Miller



Proposal Form

Contact Information:

Name: Michael Robinson
Business Name (If Applicable): Stephen Taya Property Development
Address: 25 High Street
City, State & Zip: Cold Spring NY 10516
Home phone: 845-265-5554
Business Phone: 917-886-2546
Mobile Phone: _____
E-mail: michaelurbanmyth@gmail.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes ___ No ☒

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?

Yes ___ (attach explanation) No ___ N/A ___ (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

Are you current on all municipal obligations (taxes, water charges, etc.)?

Yes ___ No ☒ (attach explanation) N/A ___ (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?

Yes ___ (attach explanation) No ☒ N/A ☒ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 193 North Miller

S-B-L#: 11-1-15

Type of Project:

_____ Single Family (includes a condominium unit)

✓ Multi-Family (# of Units 2)

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

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

_____ Commercial _____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 3,060

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

Does or will your proposal conform to existing zoning? Yes No /

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 136,600

Who will be doing the work? ✓ Self Other (complete below)

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

General Contractor: Urban Myth Construction (w/Balanced Budget)
Architect: Michael Brotherton AIA
Engineer: Michael Carr, PE

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 195 North Miller

S-B-L#: 11-1-15

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☐ Mixed Use (Commercial & Residential - # of Residential Units ☐)

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☐

☐ Commercial

☐ Industrial

☒ Vacant Land (Proposed Use: parking, eventual building 3/4 family
\$1000)

Offer Purchase Price: \$1000 in conjunction with accompanying offer
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☐ No ☒

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$150/sq.ft.

Who will be doing the work? ☒ Self ☐ Other (complete below)

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

General Contractor: Urban Myth Construction (w/Balanced Builders)
Architect: Michael Brotherton AIA
Engineer: Michael Carr, PE

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 194 DuBois Street

S-B-L#: 11-1-27

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☐ Mixed Use (Commercial & Residential - # of Residential Units ☐)

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☐

☐ Commercial

☐ Industrial

☒ Vacant Land (Proposed Use: Parking / community garden ~~etc~~)

Offer Purchase Price: \$800 (in conjunction with 193, 195, 197 N. Miller)
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 7

Who will be doing the work? ☒ Self ☐ Other (complete below)

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

General Contractor: Urban Myth Construction

Architect: -

Engineer: -

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	261 W. 121st St. NY NY 10027	58 Slough Pond Rd. Turo, MA 02466
Role (i.e. owner, partner, general contractor, architect, investor.)	owner + general contractor	owner + general contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	total gut including all joists of Harlem brownstone	demolition of existing structure, new construction on existing and new foundation, 4500 sq. ft.
Property Type: (i.e. single-family, multi-family rental or commercial.)	4 family	single family
Number of Buildings in Project	1	2
Total Number of Residential Units in Project/Building	4	1
If commercial, total square footage of project	3600	4500 sq. ft.
Total Estimated Development/Rehabilitation Costs	\$300k acquisition \$575k construction	\$250k acquisition \$800k construction
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	renovation complete as of 2002, renovation sold 2004	complete as of 2004,
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		Energy Star

Finances:

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

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

What You Should Attach:

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

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No X

INFORMATION RELEASE:

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

Michael Robinson
Signature

3/27/17
Date

Michael Robinson Social Security # [REDACTED] Date of Birth: [REDACTED]
Print Name

Submit Application to:

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

197 North Miller

[illegible]

193 North Miller

[illegible]



Boston Trust & Investment
Management Company

April 19, 2017

RE: Carole Robinson

To Whom It May Concern:

This letter is to confirm that Carole Robinson has sufficient assets under management at Boston Trust & Investment Management Company to make \$250,000.00 cash available at her request.

Please do not hesitate to contact me directly by telephone at 617-726-7249 or by email at srobinson@bostontrust.com if you have any questions or require additional information.

Sincerely,

Sarah E. Robinson
Manager, Client Relationships



Tap into timesavers that let you manage your money the smart way - your way. [Learn more >](#)

My Accounts



DEPOSIT ACCOUNTS

Make a transfer

CHURCH STREET CHECKING 0203	Q Quick peek	\$6,240.18 **Available \$6,240.18
DISCRETIONARY CHECKING 0202	Q Quick peek	\$6,212.26 **Available \$6,212.26
KNOWN CHECKING 0200	Q Quick peek	\$13,413.17 **Available \$13,413.17
Urban Myth Checking CHECKING 0201	Q Quick peek	\$4,584.17 **Available \$4,584.17
SAVINGS SAVINGS 0000	Q Quick peek	\$605.88 **Available \$600.88
TOTAL DEPOSIT ACCOUNTS		\$31,055.66

LOAN ACCOUNTS

HELOC HELOC 0001	Q Quick peek	\$0.00 Available credit \$75,000.00 pay
TOTAL LOAN ACCOUNTS		\$0.00

Make a Payment



Pay to

Select a payee

Deliver by : 05/11/2017

\$ 0.00

Pay from: DDA - 2900 *2900

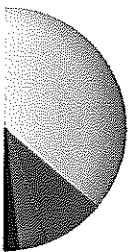
Payments already scheduled
No payments are currently scheduled

To cancel or edit your payments, or to add new payees, [Go to payments](#)

View My Spending

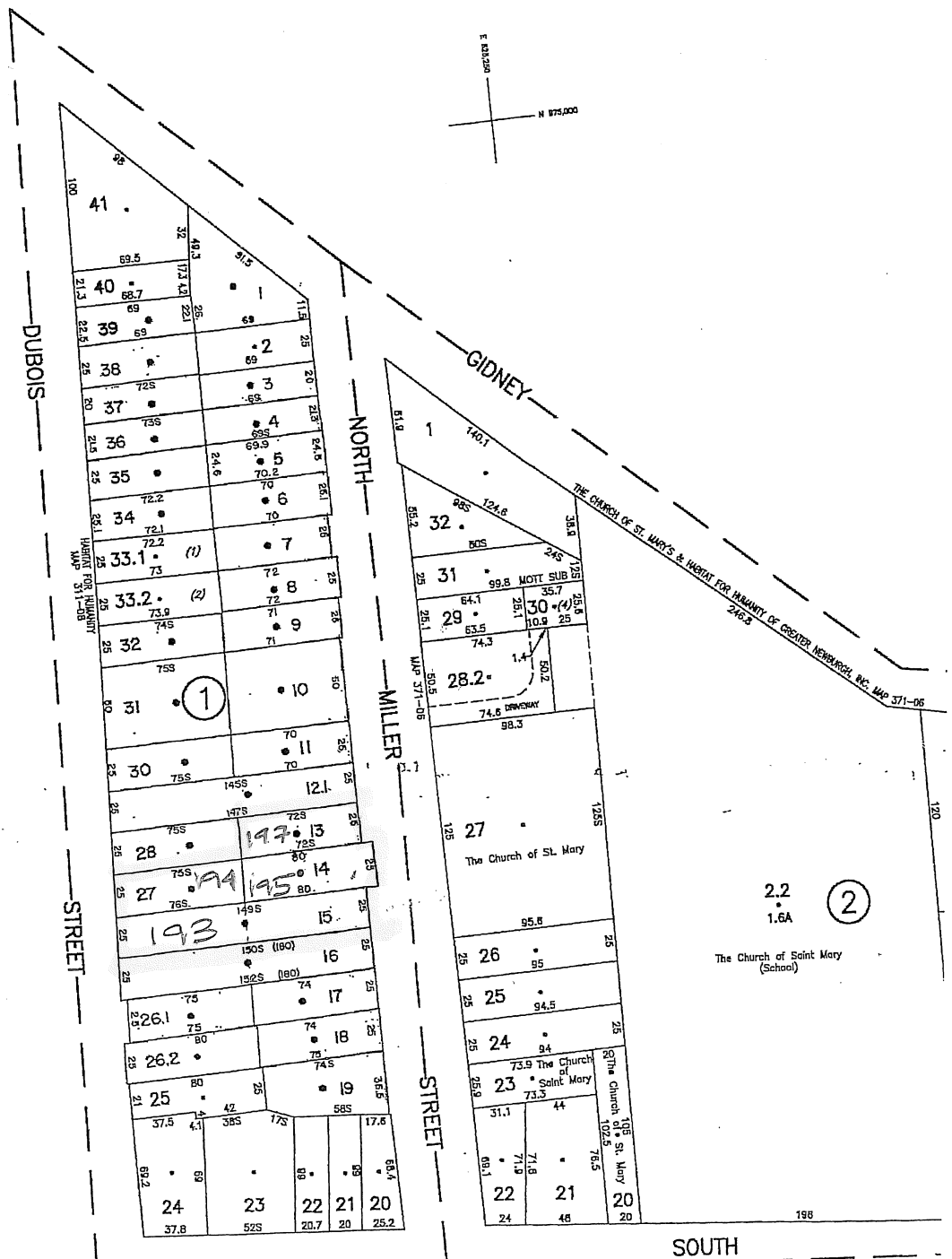
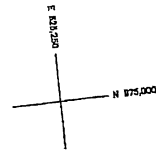


All categories



Uncategorized	\$10,813.52 86%
Cash	\$1,000.00 8%
Education	\$500.00 4%
Utilities	\$250.00 2%

Last 30 days



193-195-197 N. Miller Street and 194 Dubois Street

Rationale for resubmitting properties:

These parcels include two rental properties with the potential of 5 apartments in total, and two vacant lots, all contiguous on the West side of North Miller Street.

The buildings have been vacant for many years. The City has owned 193 N. Miller since 2013; and has owned 197 N. Miller since 2016.

This year, the City acquired 195 N. Miller which adjoins the two buildings at 193 and 197 N. Miller and also the lot at 194 Dubois Street. Adding 194 Dubois Street creates a buildable lot, which neither are on their own.

The sale price is based on 30% of assessed value (the houses are in very poor condition) and the full assessed value of the lots. The construction estimate for renovating the two buildings is \$233,600. Building of an additional building would be at a later date.

Assessed value:	193 N. Miller	30,600
	197 N. Miller	29,600
	TOTAL	60,200
	30%	18,060
	AV 195 N. Miller	1,000
	AV 194 Dubois	800
	TOTAL OFFER	19,660